

**THE ROYAL NEW ZEALAND
SOCIETY FOR THE PREVENTION
OF CRUELTY TO ANIMALS
INCORPORATED
("SPCA")**

CONSTITUTION

Incorporated Society No. 218546

Charities No. CC 22705

Adopted at the Annual General Meeting

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**THE ROYAL NEW ZEALAND SOCIETY
FOR THE PREVENTION OF CRUELTY TO ANIMALS INCORPORATED**

CONSTITUTION

PART I – NAME, PURPOSES AND POWERS

1. Name

- 1.1 The name of the incorporated society is The Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated, (referred to in this Constitution as “RNZSPCA” or “SPCA”), or any other name as decided by the Board.

2. Status

- 2.1 SPCA is an incorporated society under the Incorporated Societies Act 1908 (No.218546) and a registered charity under the Charities Act 2005 (CC22705).

3. Registered Office

- 3.1 The registered office of SPCA shall be at such place in New Zealand as decided by the Board from time to time.
- 3.2 SPCA may have offices at any one or more locations as decided by the Board from time to time.

4. Purposes

- 4.1 The purposes of SPCA are to create a better life for, and prevent cruelty to and neglect of, Animals and in particular to:
- a. be the lead organisation for Animal welfare in New Zealand;
 - b. educate New Zealanders about their Animal welfare responsibilities including developing and delivering programmes and activities;
 - c. establish and maintain facilities and provide services primarily throughout New Zealand and, if it considers it necessary to do so, also Australia and the Pacific Islands, to improve the welfare of Animals using standards, policies and practices based on best practice and scientific knowledge;
 - d. promote and advocate for Animal welfare legislation and standards;
 - e. act as an Approved Organisation under the Animal Welfare Act 1999, including taking action against those who fail to comply with their legal obligations relating to the physical, health, and behavioural needs of Animals.

5. Powers

5.1 Subject to this Constitution, the powers of SPCA are to:

- a. make, alter, rescind or enforce this Constitution, and any Regulations, rules, policies or procedures for the governance, management and operation of SPCA;
- b. establish a Board, commissions, committees, forums, and other groups, including consultative groups, and to delegate its powers and functions to such groups;
- c. enter into, manage, and terminate contracts, agreements or other arrangements as it considers fit;
- d. be an Approved Organisation under the Animal Welfare Act 1999 with such powers and authority as specified under that Act;
- e. employ, engage, manage and terminate employees, contractors, volunteers, agents and others to undertake work for it or on its behalf;
- f. purchase, lease, hire or otherwise acquire, hold, manage, maintain, insure, or otherwise deal with any real or personal property and other rights, privileges and licences;
- g. invest, lend, advance or otherwise deal with monies and secure the payment of such monies with or without charges, or guarantees;
- h. borrow, loan or raise monies and provide undertakings and securities, by way of mortgage, charge or other security, over all or part of any of its property and enter into guarantees;
- i. sell, gift, lease, mortgage, charge, call in, convert or otherwise dispose of any real or personal property of SPCA and grant such rights and privileges over such property as it considers appropriate;
- j. raise and receive real or personal property (including monies) through bequests, legacies, endowments, gifts, donations, subscriptions, fees, grants, subsidies, levies, fundraising, government funding, other financial contributions or otherwise;
- k. carry out or fulfil any specified trust to which any donation, bequest, legacy, endowment or other contribution is attached provided that such specified trust is not inconsistent with the Purposes;
- l. produce, develop, create, own, licence and otherwise exploit, use and protect Intellectual Property;
- m. publish, advertise, disseminate and otherwise communicate information in any media or medium as it sees fit to fulfil the Purposes;
- n. establish, maintain and have an interest in other organisations whose activities or objects are similar to those of SPCA, or for any purpose designed to benefit SPCA;
- o. purchase or otherwise acquire all or any part of the property, assets and liabilities of any one or more companies, institutions, trusts, incorporated societies or organisations whose activities or objects are similar (in whole or in part) to those of SPCA, or with which SPCA is authorised to merge or amalgamate, or for any purpose designed to benefit SPCA;
- p. establish, acquire, carry on or participate in any business or enterprise which fulfils the Purposes of SPCA (in whole or part);

- q. be a member of, affiliate or be associated in any other way with, any organisation which has objects which are similar, in whole or in part, to the Purposes of SPCA; and,
- r. do any other acts or things which further the Purposes of SPCA, provided that the above powers shall not limit the rights and powers of SPCA as an incorporated society under the Incorporated Societies Act 1908.

PART II - MEMBERSHIP

6. Categories of Members

- 6.1 The Members of SPCA shall be:
 - a. **Full Members:** as described in Rule 7 (Full Members);
 - b. **Honorary Life Members:** as described in Rule 8 (Honorary Life Members); and,
 - c. **Member Societies and Branches:** for the Transition Period only Member Societies and Branches (and their Existing Branch Members) as described in Rule 36.6 (Status of Member Societies and Branches during the Transition Period),
- 6.2 For the avoidance of doubt, a person shall only be entitled to be a Member of SPCA in one membership category at any one time.
- 6.3 The Board, or a sub-committee of it, shall consider each application for membership and accept or decline it in its absolute discretion.

7. Full Members

- 7.1 **Criteria:** Any person (who is 18 years of age or older) who meets the criteria to be a Full Member, as decided by the Board, may become a Full Member of SPCA. This may include any person who works for SPCA, whether as an employee, volunteer or otherwise.
- 7.2 **Process for Membership:** Subject to Rule 33.4 (Other Existing Members of SPCA), an individual who wishes to become a Full Member must apply for membership of SPCA to the Board, in the manner prescribed by the Board. The Board shall decide, in its discretion, whether to accept or decline to grant any applicant membership of SPCA as a Full Member. For SPCA employees only, the application can be approved by the CEO.
- 7.3 **Full Member Obligations:** In addition to the rights and obligations as a Member under Rule 9 (Member Rights & Obligations), each Full Member shall:
 - a. promote and support the Purposes of SPCA, this Constitution and the Regulations;
 - b. provide membership information to SPCA as requested by it;
 - c. pay the Membership Fee or other fees in accordance with Rule 10 (Membership & Other Fees);
 - d. use and protect the Intellectual Property of SPCA in accordance with this Constitution, the Regulations and any agreement with SPCA; and,
 - e. act in good faith and with loyalty to SPCA to ensure the maintenance and enhancement of SPCA and its reputation, and to do so for the collective and mutual benefit of the Members.

- 7.4 **Full Member Entitlements:** Subject to Rule 36.7 (Entitlements of the Members During Transition), a Full Member is entitled to:
- a. subject to Rule 12.2 (Default in Payments), attend, speak and vote at General Meetings of SPCA in accordance with Rule 21 (Voting at General Meetings), and vote on Urgent Resolutions under Rule 22 (Urgent Resolutions of Members), provided that the Member has been a Full Member for at least three (3) months immediately prior to the General Meeting or the Urgent Resolution, as applicable;
 - b. be a member of regional or local groups as decided by the Board;
 - c. receive any discounts and benefits applicable to Full Members;
 - d. receive SPCA news and communications relevant to Full Members; and,
 - e. receive invitations relevant to Full Members to regional and local forums and events.
- 7.5 **Duration of Membership:** Subject to Rule 12 (Resignation, Suspension & Termination of Membership), the duration of membership for Full Members is the period of the Financial Year (or any part of the Financial Year during which the person becomes a Full Member).
- 7.6 **Renewal of Membership:** Each Full Member of SPCA must annually renew his or her membership with SPCA, including paying any applicable Membership Fee, in the manner prescribed by the Board, in order to remain a Member.

8. **Honorary Life Members**

- 8.1 **Criteria:** Honorary Life Membership of SPCA may be granted to any person who has rendered exceptional service, or who has made a significant contribution, to the SPCA Movement or SPCA.
- 8.2 **Process for Appointment:** Subject to Rule 33.3 (Existing Honorary Life Members of SPCA), a person shall become an Honorary Life Member of SPCA if:
- a. the person is nominated by at least five (5) Full Members; and,
 - b. the Board approves the Honorary Life Membership in accordance with any procedures set out in Regulations.
- 8.3 **Honorary Life Member Rights and Obligations:** Except to the extent specified in this Constitution (including in this Rule) and the Regulations, every Honorary Life Member has the same rights and obligations as a Full Member including the right to vote at General Meetings. Honorary Life Members shall not be required to pay a Membership Fee.
- 8.4 **Duration of Honorary Life Membership:** Subject to Rule 12 (Resignation, Suspension & Termination of Membership), and the liquidation or dissolution of SPCA under Rule 30 (Liquidation or Dissolution), Honorary Life Members shall be Members of SPCA for their lifetime, commencing on the date their Honorary Life Membership is granted.

9. Member Rights & Obligations

- 9.1 Members acknowledge and agree that:
- a. this Constitution constitutes a contract between each of them and SPCA and they are bound by this Constitution and the Regulations;
 - b. they shall comply with and observe this Constitution and the Regulations and any standards, resolutions, decisions or policies, including (but not limited to) any codes or rules, which may be made or passed by the Board;
 - c. they are subject to the jurisdiction of SPCA;
 - d. this Constitution and Regulations are necessary and reasonable for promoting the Purposes of SPCA; and,
 - e. they are entitled to all rights, entitlements, and privileges of membership conferred by this Constitution and the Regulations.

10. Membership & Other Fees

- 10.1 **Membership Fees:** Full Members shall pay a Membership Fee annually. The amount of the Membership Fee (which may include different amounts for different categories of Full Members) shall be decided at each Annual General Meeting, on the recommendation of the Board, including the due date for payment and the method(s) for payment of such fee.
- 10.2 **Other Fees:** The Board may impose any other reasonable fees, levies or payments to be paid by Full Members in addition to those specified in Rule 10.1 (Membership Fees).

11. Register of Members

- 11.1 **Register:** The CEO shall keep and maintain a Register in which shall be entered the full name, address, type of membership, the date of entry of each Member and any other details about each Member as reasonably required by the Board or required by law.
- 11.2 **Changes:** All Members shall provide written notice of any change to their details in Rule 11.1 (Register) to SPCA as soon as reasonably practicable after such change occurring.
- 11.3 **Privacy Act:** SPCA shall, in collecting personal information from individuals for the Register, seek the consent of the individual concerned and at all times comply with the Privacy Act 1993.
- 11.4 **Inspection:** Any Member's entry on the Register shall be available for inspection by that Member, the SPCA staff and Board Members in accordance with the Privacy Act 1993, upon request made to the CEO.

12. Resignation, Suspension & Termination of Membership

- 12.1 **Resignation of Membership:** Subject to Rule 36.6 (Status of Member Societies and Branches During Transition), any Member that is not in default of any payments as specified in Rule 12.2 (Default in Payments), may resign his or her membership of SPCA by giving not less than thirty (30) Days' written notice to SPCA.
- 12.2 **Default in Payments:** A Full Member shall not be entitled to any of his or her entitlements as described in Rule 7.4 (Full Member Entitlements) if he or she is in default of their Membership Fee. In particular the Member shall have no right to attend, speak or vote at a General Meeting. A Member shall also have his or her membership of SPCA terminated if any payments to SPCA are due and outstanding. Before such termination can occur SPCA must give the Member written notice specifying the payment(s) due and demanding payment by a due date, being not less than seven (7) Days from the date of the demand. If payment is not received by the due date, the membership shall be automatically terminated.
- 12.3 **Other Grounds:** In addition to Rule 12.2 (Default in Payments), and subject to Rule 12.4 (Procedure), a Member may be suspended from membership, terminated from membership or liable to such other penalty as reasonably decided by the Board (or a sub-committee of the Board appointed for that purpose), if the Board, (or the appointed sub-committee), after reasonable enquiry, considers that the Member:
- a. did not, or is unable to, comply with this Constitution, the Regulations or any standard, resolution, decision or policy, code or rule decided by the General Meeting or the Board;
 - b. engaged in Misconduct or acted in a manner unbecoming of a Member or prejudicial to the Purposes and interests of SPCA; or
 - c. brought SPCA into disrepute.
- 12.4 **Procedure:** Before any decision under Rule 12.3 (Other Grounds) is made, the Member concerned:
- a. shall be given no less than seven (7) Days' written notice by the Board (or the appointed sub-committee of the Board), of the proposal to suspend their membership; or,
 - b. shall be given fourteen (14) Days' written notice by the Board (or the appointed sub-committee of the Board) of the proposal to terminate their membership, or to impose any other sanction or penalty; and,
 - c. in either a. or b. above, have the right to be present, make submissions and be heard at the Board (or the appointed sub-committee of the Board) meeting in which the proposal is to be considered.
- 12.5 **Board's decision:** The decision of the Board (or the appointed sub-committee of the Board) under Rule 12.3 (Other Grounds) shall be final and there shall be no right of appeal.
- 12.6 **Consequences of Termination of Membership:** Where any Member ceases to be a Member of SPCA, that person shall forfeit all rights in, and claims upon, SPCA and its property, and shall not use any SPCA property including Intellectual Property. Furthermore, any licence, agreement, consent or other arrangement between the Member and SPCA in place immediately prior to the Member ceasing to be a Member shall automatically terminate, be revoked and/or cease to have any effect on and from the date that the Member ceases to be a Member. That Member shall also not be entitled to any other rights, entitlements or privileges to which he or she would otherwise have been entitled. These consequences, and those set out in this Constitution and the Regulations, shall survive the termination of such membership.

PART III – GOVERNANCE

13. Patron

- 13.1 **Patron:** The Board may appoint a person to be the Patron of SPCA. The Patron shall be invited to attend and speak at all General Meetings but shall have no right to vote.

14. Board Role, Composition & Membership

- 14.1 **Role of the Board:** The Board is responsible for governing SPCA and, subject to this Constitution, may exercise all the powers of SPCA and do all things that are not expressly required to be undertaken at a General Meeting.

- 14.2 **Membership of the Board:** Except where Rule 14.8 (Casual Vacancy Meaning) applies, the Board shall comprise of a minimum of five (5) and a maximum of nine (9) people, appointed in accordance with Rule 16 (Board Appointment Process).

14.3 Chairperson of the Board:

- a. Except to the extent Rule 34.4 (Chairperson of the Transition Board) and Rule 35.5 (Chairperson of the Inaugural Board) applies, and subject to this Rule, the Board shall appoint the Chairperson of the Board from amongst the Board Members at the first Board meeting following each AGM.
- b. The role of the Chairperson is to chair meetings of the Board and to publicly represent the Board and SPCA.
- c. The Board may remove the Chairperson from office as Chairperson (but not as a Board Member) if:
 - i. all Board Members including the Chairperson are given at least 48 hours' notice (by a Board Member) of the proposal to remove the Chairperson; and,
 - ii. a two-thirds (2/3rds) majority of the Board Members present at a meeting of the Board decide to do so. Before any such decision the Chairperson who is proposed to be removed shall be given the opportunity to respond to the proposal for his or her removal.
- d. If the Chairperson vacates office as the Chairperson for any reason (whether or not they remain on the Board), the Board shall, as soon as practicable, appoint a new Chairperson from amongst the Board Members.

- 14.4 **Ineligibility:** The following persons shall be Ineligible for appointment, or to remain in office, as a Board Member:

- a. **Non-Member:** a person who is not a Member of SPCA;
- b. **Employee or Volunteer:** a person who is a paid employee or a contractor or a Volunteer (as defined in Rule 40.1 – Definitions) of SPCA, or of a Member Society or Branch during the Transition Period;
- c. **Under 18 Years:** a person who is under the age of 18 years;
- d. **Bankrupt:** a person who is a bankrupt who has not obtained a final order of discharge or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled, or by any order under section 299 of the Insolvency Act 2006;

- e. **Dishonesty Offences:** a person who has been convicted of a crime involving dishonesty (within the meaning of the Crimes Act 1961) and has been sentenced for that crime within the last seven (7) years;
 - f. **Conviction:** a person who has been convicted of any offence under the Animal Welfare Act 1999 or any other offence under any statute punishable by a term of imprisonment of two (2) or more years (whether or not a term of imprisonment is imposed);
 - g. **Disqualified Director:** a person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, a company or any other incorporated or unincorporated body under any statute including financial markets legislation, the Companies Act 1993, or the Charities Act 2005;
 - h. **Property Order:** a person who is subject to a property order made that the person is lacking in competence to manage their own affairs under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under the Protection of Personal and Property Rights Act 1988; or,
 - i. **Incapacity:** a person who becomes mentally incapable as defined in the Protection of Personal and Property Rights Act 1988.
- 14.5 **Matters Not Provided For:** If any situation arises that, in the opinion of the Board, is not provided for in the Constitution, the Regulations, or the policies or procedures of SPCA, the matter will be decided by the Board.
- 14.6 **Term of Office:** Except as specified in this Constitution, the term of office for all Board Members shall be three (3) years, commencing on the date specified by the Board Appointments Panel and expiring on the third anniversary of their appointment. This Rule is subject to Rule 14.9 (Casual Vacancies), Rule 14.11 (Cessation of Office), Rule 14.12 (Removal of Board Member), Rule 34 (Transition Board), and Rule 35 (Inaugural Board).
- 14.7 **Maximum Term:** All Board Members shall, if reappointed to the Board for a consecutive term, be eligible to serve a maximum of two (2) consecutive terms of office. This excludes any terms of office on the Transition Board or the Previous Board. The Board may also request the Board Appointments Panel to consider a Board Member who has served the maximum term, to be reappointed for a further term or terms of three (3) years or less (as decided by the Board Appointments Panel).
- 14.8 **Casual Vacancy Meaning:** A casual vacancy arises if:
- a. a Board Member resigns from office prior to the expiry of their term of office;
 - b. a Board Member dies;
 - c. a Board Member ceases office under Rule 14.11 (Cessation of Office) or is removed under Rule 14.12 (Removal of Board Member); or,
 - d. a Board Member is absent from more than two (2) successive meetings unless leave of absence is granted (where such leave is for no more than six (6) months), by the Chairperson or his or her nominee, or in the case of the Chairperson seeking leave, the Board as a whole.

14.9 **Casual Vacancies:** If there is a casual vacancy on the Board (including the Inaugural Board) as defined in Rule 14.8 (Casual Vacancy Meaning) it shall be filled by the Board Appointments Panel in accordance with the procedure set out in Rule 16 (Board Appointment Process), Rule 34.2c (Transition Board), or Rule 35 (Inaugural Board) as applicable.

14.10 **Suspension of Board Member:** If any Board Member is:

- a. alleged to have been involved in, or is charged with, or is given notice by the relevant authority of a proposal to make an order or finding against that Board Member of, any of the circumstances described in Rule 14.4d to Rule 14.4i (Ineligibility), or
- b. given notice under Rule 12.4 (Procedure) of a proposal by the Board (or an appointed sub-committee of the Board) to suspend, terminate or impose any other sanction or penalty on that person as a Member under Rule 12.3 (Other Grounds); or
- c. alleged to have breached any of the duties as a Board Member under Rule 17.2 (Duties of Board Members);

the remaining Board Members may, after reasonable enquiry and giving the Board Member concerned the right to be heard, suspend the Board Member from the Board pending the determination of such allegation, notice or charge in accordance with this Constitution.

14.11 **Cessation of Office:** If:

- a. any of the circumstances listed in Rules 14.4d to 14.4i (inclusive) (Ineligibility) occur, or are found to have occurred to an existing Board Member, that Board Member shall be deemed to have vacated his or her office upon the relevant authority making an order or finding against that Board Member of any of those circumstances; and,
- b. a Board Member ceases to be a Member of SPCA or becomes an employee, contractor or Volunteer (as defined in Rule 40.1 – Definitions) of SPCA, that Board Member shall be deemed to have vacated his or her office as a Board Member immediately upon their cessation as a Member or their agreement to become an employee, contractor or Volunteer of SPCA, as applicable.

This Rule does not limit the right to suspend a Board Member under Rule 14.10 (Suspension of Board Member) or the right to remove a Board Member under Rule 14.12 (Removal of Board Member).

14.12 **Removal of Board Member:** In addition to Rules 14.10 (Suspension of Board Member) and 14.11 (Cessation of Office), and subject to Rule 14.13 (Procedure) a Board Member may be removed from the Board before the expiration of their term of office by a sub-committee appointed by the Board (whose members shall be independent of the Board), if:

- a. that Board Member:
 - i. breaches any of the duties in Rule 17.2 (Duties of Board Members);
 - ii. did not, or is unable to, comply with this Constitution, the Regulations or any standard, resolution, decision or policy, code or rule decided by the General Meeting or the Board;
 - iii. engaged in Misconduct or acted in a manner unbecoming of a Member or prejudicial to the Purposes and interests of SPCA;

- iv. brought SPCA into disrepute; or,
- v. is terminated as a Member or had a sanction or penalty imposed by the Board (or a sub-committee of the Board) under Rule 12.3 (Other Grounds).

14.13 **Procedure:** Before any decision under Rule 14.12 (Removal of Board Member) is made by the Board appointed sub-committee, the Board Member concerned:

- a. shall be given no less than seven (7) Days' written notice by the Board appointed sub-committee of the proposal to remove them from the Board; and,
- b. shall have the right to be present, make submissions and be heard by the Board appointed sub-committee on the proposal to be considered.

14.14 **Board Appointed Sub-Committee's decision:** The decision of the Board appointed sub-committee to remove a Board Member, or otherwise, under Rule 14.12 (Removal of Board Member) shall be final and there shall be no right of appeal.

15. Board Appointments Panel

15.1 **Role:** Except where Rule 34 (Transition Board) applies, there shall be a Board Appointments Panel whose role it is to appoint Board Members.

15.2 **Composition:** The Board Appointments Panel shall be appointed by the Board. Subject to Rule 15.5 (Board Unable to Appoint), it shall comprise of the following four (4) people:

- a. two (2) current Board Members, appointed by the Board as required for each vacancy in a Board Member's position, who are not seeking re-appointment to the Board; and,
- b. two (2) persons, appointed by the Board every two (2) years, (usually at the first Board meeting held after an AGM), who are independent of SPCA and the SPCA Movement, and have expertise in governance and appointment processes of directors in New Zealand.

15.3 **Eligibility:** No person will be eligible to be a member of the Board Appointments Panel, or to remain on the Board Appointments Panel, if any of the circumstances listed in Rule 14.4b to 14.4.i (inclusive) (Ineligibility) apply, or occur to that person, and every reference to a Board Member in Rule 14.4b to 14.4.i shall apply to a person seeking to be, or who is, a member of the Board Appointments Panel. In addition, no member of the Board Appointments Panel may seek appointment as a Board Member whilst a member of the Board Appointments Panel.

15.4 **Establishment:** The Board Appointments Panel shall be convened by SPCA for such period as required to carry out its functions in accordance with this Constitution.

15.5 **Board Unable to Appoint:** If the Board resigns en masse or does not have a quorum and is therefore unable to appoint the persons described in Rule 15.2 (Composition), the Board Appointments Panel shall comprise the two (2) persons in Rule 15.2b (Composition) and in these circumstances a quorum of two (2) shall be sufficient for the Panel to undertake its responsibilities including making decisions.

15.6 **Chair:** The Chairperson of the Board Appointments Panel shall be one (1) of the two (2) persons specified in Rule 15.2b, as decided by the Board.

- 15.7 **Term of Office:** Except as specified in this Constitution, the members of the Board Appointments Panel shall hold office for the following periods:
- a. the Panel members described in Rule 15.2a (Composition), for the period necessary to fulfil their responsibilities in relation to each vacancy of a Board Member for which they were appointed to the Panel;
 - b. the Panel members described in Rule 15.2b (Composition), for a period of two (2) years from their appointment under Rule 15.2b; and,
 - c. there is no limit to the number of occasions a person can be appointed to the Board Appointments Panel.
- 15.8 **Responsibilities:** Except to the extent specified in Rule 34 (Transition Board) and Rule 35 (Inaugural Board), the Board Appointments Panel shall be independent of the Board and shall:
- a. consult with the Chairperson of the Board (unless the Chairperson of the Board is seeking re-appointment) and the CEO regarding the composition of the Board and identifying any potential needs or skill gaps on the Board;
 - b. identify and invite suitable candidates to apply for positions on the Board;
 - c. advertise and invite members of the public to apply for positions on the Board;
 - d. receive and assess applications from candidates for a position on the Board, (including undertaking such enquiries and holding interviews and meetings as it sees fit);
 - e. decide the persons to be appointed as Board Members;
 - f. prepare a report to the Members prior to the AGM, which details the person(s) the Board Appointments Panel has appointed as Board Member(s) since the last AGM with the reasons for the appointment(s); and,
 - g. such other related matters as decided by the Board.
- 15.9 **Relevant Factors for Appointing Board Members:** In deciding who to appoint as a Board Member, the Board Appointments Panel shall take into account the following factors about the applicants, and the Board as a whole:
- a. prior governance experience including demonstrated achievement in governance roles;
 - b. knowledge of and experience in the SPCA Movement, other animal welfare organisations or not for profit organisations generally;
 - c. occupational skills, abilities and experience;
 - d. the need for conflicts of interest to be minimised;
 - e. the need for a wide range of skills and experience on the Board; and,
 - f. the desire to have a Board that represents the diverse interests of SPCA and its Members, including but not limited to, gender, geographical spread, age and ethnic diversity.
- 15.10 **Quorum:** The quorum for a meeting or decision of the Board Appointments Panel shall be three (3) members, except where Rule 15.5 (Board Unable to Appoint) applies.

- 15.11 **Decisions:** All decisions of the Board Appointments Panel on the appointment of Board Members must be approved by a majority of the Panel. In the event there is a tie, the Chairperson of the Panel shall have a casting vote.
- 15.12 **Conflicts and Confidentiality:** All information received by the Board Appointments Panel, and its deliberations, shall be kept confidential except to the extent required by law. Any member of the Board Appointments Panel who considers he or she may have a potential conflict of interest in considering an appointment or otherwise of any candidate, shall declare that potential conflict to the Chairperson of the Panel. If the Chairperson considers he or she may have a potential conflict of interest, he or she shall declare the conflict to the other members of the Board Appointments Panel and the Chairperson of the Board.
- 15.13 **Vacancies:** Any vacancy that arises in the membership of the Board Appointments Panel shall be filled with a replacement member to be appointed in accordance with the process specified in Rule 15.2 (Composition).
- 15.14 **Removal:** The Board may remove any member of the Board Appointments Panel if the Board considers, in its sole discretion, that:
- a. the Panel member has a conflict of interest which has not been satisfactorily resolved to the Board's satisfaction by the Panel's Chairperson; or,
 - b. there are circumstances which may give rise to a question of bias in the Board Appointment Panel's process; or,
 - c. the Panel member has been found by the Board to have breached any rules or Regulations, or brought SPCA into disrepute; or,
 - d. any of the circumstances listed in Rule 14.4b to i (Ineligibility) (inclusive) have occurred to the Panel member.
- 15.15 **Procedure:** Before removing any member from the Board Appointments Panel, the Board must notify the Panel member of its proposal to remove them and give the Panel member and the other members of the Board Appointments Panel, the right to be heard and the opportunity to make submissions on the proposed removal.

16. Board Appointment Process

- 16.1 Except to the extent specified in Rule 34 (Transition Board), and Rule 35 (Inaugural Board), the Board Members shall be appointed as follows:
- a. the Chairperson of the Board Appointments Panel shall call for applications by publically advertising for any Board Member positions that are to be vacated either due to the expiry of the Board Member's term of office or due to a Casual Vacancy under Rule 14.8 (Casual Vacancy Meaning);
 - b. applications for Board Member positions shall be made in the approved form as decided by the Board Appointments Panel and received by the Chairperson of the Board Appointments Panel by the date, and in the manner, specified in the advertisement;
 - c. upon receipt of any applications for vacancies of Board Member(s) positions, the Chairperson of the Board Appointments Panel shall refer all the applications to the other members of the Board Appointments Panel;

- d. the Board Appointments Panel shall undertake its responsibilities in Rule 15.8 (Responsibilities) and notify the CEO who it has decided to appoint to the vacant Board Member position(s) as soon as practicable after it has made its decision; and,
- e. upon receipt of the notification from the Board Appointments Panel in Rule 16.1d the CEO shall notify the Members of the decision of the Board Appointments Panel within seven (7) Days of being notified by the Panel.

17. Powers of the Board & Duties of Board Members

17.1 **Powers of the Board:** The Board shall have all the powers of SPCA, other than those to be exercised or done at a General Meeting or otherwise as specified in this Constitution, including the power to:

- a. develop and implement a strategy for SPCA together with such plans and policies it considers appropriate to fulfil the Purposes of SPCA;
- b. appoint a CEO and enter into a contract on such terms and conditions as the Board thinks fit and, if necessary, terminate such appointment;
- c. assess and monitor risks to SPCA;
- d. delegate such powers as it considers appropriate from the Board to the CEO;
- e. recommend an auditor for each Financial Year for approval by the Members at each Annual General Meeting;
- f. recommend the Membership Fee for each Financial Year for approval by the Members at each Annual General Meeting;
- g. establish as it considers appropriate, sub-committees, advisory groups, forums, and other groups, to assist it to carry out its responsibilities, including to fill vacancies of any sub-committees and groups which are established by it;
- h. set budgets and develop and implement prudent policies to protect and enhance the finances and property of SPCA;
- i. control expenditure and raise funds to fulfil the Purposes of SPCA;
- j. open and operate in the name of SPCA such bank accounts as it considers necessary;
- k. appoint and remove persons, including Board Members, to organisations in which SPCA has an interest or interests such as trusts or other entities;
- l. accept or decline membership of SPCA in accordance with this Constitution;
- m. make, repeal or amend any Regulations in accordance with Rule 29 (Regulations), and any policies and procedures as it thinks appropriate, provided that such Regulations, policies and procedures are not inconsistent with this Constitution;
- n. engage, contract or otherwise agree to obtain the assistance or advice of any person or organisation for the Board;

- o. discipline Members as specified under Rule 12 (Resignation, Suspension & Termination of Membership);
- p. resolve and decide any disputes or matters not provided for in this Constitution; and,
- q. do all other acts and things which are within the powers and Purposes of SPCA and which the Board considers are appropriate.

17.2 **Duties of Board Members:** The duties of each Board Member are to:

- a. at all times act in good faith and in the best interests of SPCA;
- b. exercise the powers of the Board for proper purposes;
- c. act, and ensure SPCA acts, in accordance with this Constitution and any Regulations;
- d. not agree to, nor cause or allow, the activities of SPCA to be carried on in a manner likely to create a substantial risk or serious loss to creditors of SPCA;
- e. not agree to SPCA incurring any obligations unless the Board Member believes at that time, on reasonable grounds, that SPCA will be able to perform the obligations when it is required to do so;
- f. exercise the care, diligence and skill that a reasonable Board Member would exercise in the same circumstances;
- g. disclose to the Board the nature and extent of any interest in a transaction or proposed transaction as soon as the Board Member becomes aware of the fact that he or she has such interest. For the purposes of this Rule, an interest in a transaction or proposed transaction shall have the same meaning as defined in section 139(1) of the Companies Act 1993 (or any equivalent provision under any replacement legislation);
- h. take such other steps as decided by the Board in respect of any interest specified in Rule 17.2g, which may include, without limitation, abstaining from deliberations and/or any vote regarding such interest;
- i. not disclose information that the Board Member would not otherwise have available other than in his or her capacity as a Board Member, to any person, or make use of or act on the information except:
 - i. as agreed by the Board for the purposes of SPCA;
 - ii. as required by law; or,
 - iii. to persons, or for reasons identical to those specified in sections 145(2) and 145(3) of the Companies Act 1993;
- j. make reasonable efforts to attend all Board Meetings and General Meetings of SPCA;
- k. use their best efforts to consult widely with Members to keep abreast of the issues facing them, provided that this Rule shall not waive the duty of confidentiality in respect of information disclosed to them as Board Members under Rule 17.2i; and,
- l. participate in an annual review of the Board's performance.

18. Board Meetings & Procedures

- 18.1 **Board Meetings:** Board meetings may be called on reasonable notice at any time by the Chairperson, or his or her nominee, or four (4) Board Members, (which notice shall generally be at least fourteen (14) Days' and not less than one (1) Days' notice depending on the urgency of the meeting) but generally the Board shall meet at regular intervals as agreed by the Board.
- 18.2 **Meetings using Technology:** Any one (1) or more Board Members may participate in any meeting of the Board and vote on any proposed resolution at a meeting of the Board without being physically present. Board Meetings may occur by telephone, through video conference facilities or by other means of electronic communication (other than electronic mail (e-mail) communication) provided that prior notice of the meeting is given to all Board Members and all persons participating in the meeting are able to hear each other effectively and simultaneously. Participation by any one (1) or more Board Members in this manner at a meeting shall constitute the presence of that Board Member at that meeting.
- 18.3 **Quorum:** Except for the Transition Board (Rule 34), the quorum for a Board meeting shall be a majority of Board Members.
- 18.4 **Voting:** Each Board Member shall have one (1) vote at Board meetings including the Chairperson. In the event of an equality of votes the Chairperson, or his or her nominee, shall have a casting vote. Except for resolutions passed outside of a Board meeting under Rule 18.5 (Resolutions), voting at Board meetings shall be by voice, or upon request of any Board Member, by a show of hands or by a ballot. Proxy and postal voting is not allowed at Board meetings.
- 18.5 **Resolutions:** A resolution in writing, signed or consented to by email, or other form of visible or other electronic communication by five (5) or more Board Members shall be valid as if it had been passed at a meeting of the Board. Any such resolution may consist of several documents in the same form each signed by one or more of the Board Members.
- 18.6 **Fees and Expenses:** The Board may, by majority vote, establish a policy to pay fees and/or provide an honorarium to Board Members and to pay for the reasonable expenses incurred by them in the conduct of SPCA's business. Such policy shall comply with Rule 25 (Application of Income).

19. CEO

- 19.1 **Role:** There shall be a CEO of SPCA who shall be employed for such term and on such conditions as the Board may decide. The CEO shall be under the direction of the Board and shall be responsible for the day-to-day management of SPCA in accordance with this Constitution, the Regulations, policies, and procedures of SPCA and within such authority and limitations as may be imposed by the Board.
- 19.2 **Attendance at Board Meetings:** The CEO shall attend all Board meetings unless otherwise required by the Board, but shall have no voting rights.

Part IV – GENERAL MEETINGS

20. Meetings of Members

- 20.1 **AGM:** SPCA must hold an AGM annually within six (6) months of the end of each Financial Year at a date, time and venue decided by the Board.
- 20.2 **SGMs:** Any other General Meetings of the Members shall be Special General Meetings.
- 20.3 **Method of General Meeting:** Subject to Rule 36.7 (Entitlements of the Members During Transition), a General Meeting may be held as follows (as decided by the Board):
- a. by a number of Members who constitute a quorum as set out in Rule 20.12 (Quorum) being present in person at the place, date and time appointed for the meeting; or,
 - b. subject to this Constitution, by means of audio, or audio and visual, communication, by which all persons participating and constituting a quorum as set out in Rule 20.12 (Quorum) who can hear each other effectively and simultaneously throughout the meeting. Participation by a Member at a General Meeting held in this manner shall constitute the presence of that person at that meeting; or,
 - c. a combination of Members present at a General Meeting as described in Rule 20.3a and Members participating in accordance with Rule 20.3b who constitute a quorum as set out in Rule 20.12 (Quorum).
- 20.4 **Notice of AGM:** The CEO must give at least ninety (90) Days' written notice of an AGM to the Patron, all Board Members, and all Members. This notice shall also be made public on the SPCA website. The notice shall set out:
- a. the date, time and venue and/or the manner in which the AGM is to be held;
 - b. the date and time by which notification of any Members attending, proxy forms and Postal and Electronic Voting forms for the AGM must be received by the CEO;
 - c. the closing date(s) for:
 - i. proposed motions (including alterations to the Constitution), and,
 - ii. any other items of business containing recommendations to the Board to be submitted to the CEO; and,
 - d. the name of the Returning Officer for that meeting.
- 20.5 **Items of AGM Business:** Not less than thirty (30) Days before the date set for the AGM, any proposed motions (including alterations to the Constitution) and other items of business, must be received in writing by the CEO from Members and/or the Board.
- 20.6 **Business of AGM:** The following business shall be discussed at each AGM:
- a. presentation of the Annual Report by the Chairperson for the preceding Financial Year;
 - b. presentation and approval of the audited Annual Financial Statements for the preceding Financial Year including a report from the Auditor;

- c. approval of the Auditor for the next Financial Year;
- d. approval of the Membership Fee for the next Financial Year;
- e. any motion(s) proposing to alter this Constitution; and,
- f. any other items of business that have been properly submitted for consideration at the AGM. Unless this Constitution specifies otherwise, such items of business may only be recommendatory to the Board.

20.7 **AGM Agenda:** An agenda shall be sent by the CEO to the Board, Patron and Members by no later than twenty-one (21) Days before the date of the AGM setting out the business to be discussed at the AGM (as set out in Rule 20.6 – Business of AGM), together with:

- a. the Annual Report for the preceding Financial Year;
- b. the audited Annual Financial Statements for the preceding Financial Year;
- c. the proxy form and Postal and Electronic Voting form; and,
- d. the report from the Board Appointments Panel in accordance with Rule 15.8f (Responsibilities).

Additional items of business not listed on the agenda cannot be voted on but may be discussed by unanimous agreement of the Members at the meeting.

20.8 **SGM:** Subject to Rule 36.7 (Entitlements of the Members During Transition), the CEO must call an SGM upon a written request (which must state the purpose for which the SGM is requested including any proposed motion(s)) from the Board or from 20 Members.

20.9 **Notice of SGM:** Subject to Rule 36.7 (Entitlements of the Members During Transition), not less than thirty (30) Days' written notice must be given by the CEO to the Patron, all Board Members and the Members for a SGM (including Delegates of Member Societies and Branches during the Transition Period), which notice must only deal with the business for which the SGM is requested and shall include:

- a. the date, time and venue and/or the manner in which the meeting is to be held (as decided by the Board);
- b. the date and time by which notification of any Members attending, proxy forms and Postal and Electronic Voting forms for the SGM must be received by the CEO;
- c. the proposed motion or motions that have been properly submitted for consideration; and,
- d. the name of the Returning Officer for that meeting.

20.10 **Minutes:** Minutes shall be kept of all General Meetings and made available upon request by any Member.

20.11 **Errors:** Any irregularity, error or omission in notices, agendas and papers for a General Meeting or the omission to give notice within the required time frame or the omission to give notice as specified in Rules 20.4 (Notice of AGM), 20.6 (Business of AGM), 20.7 (AGM Agenda) and 20.9 (Notice of SGM) and any other error in the organisation of the meeting shall not invalidate the meeting nor prevent the meeting from considering the business of the meeting provided that:

- a. the Chairperson, or his or her nominee, in his or her discretion decides that it is still appropriate for the meeting to proceed despite the irregularity, error or omission; and,

- b. a motion to proceed is put to the meeting and carried by Special Resolution of those Members present (either in person or by Proxy).

20.12 **Quorum:** Subject to Rule 36.7 (Entitlements of the Members During Transition), no business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting is due to commence as set out in the notice of meeting. The quorum for a General Meeting shall be no less than twenty (20) Members. The presence of a Member by audio, or audio and visual communication and by Members who have appointed a Proxy to attend the meeting, shall be counted. The quorum must be present at all times during the meeting. If a quorum is not obtained within thirty (30) minutes of the intended commencement time of the General Meeting, then the General Meeting shall be adjourned to such other Day (being not less than seven (7) Days following the adjournment), time and place as decided by the Board. If no quorum is obtained at this second General Meeting then the persons present at such second General Meeting are deemed to constitute a valid quorum.

20.13 **Chairperson:** The Chairperson of the Board shall chair all General Meetings unless he or she is unavailable for any reason in which case another Board Member appointed by the Board shall undertake the Chairperson's role during the period of unavailability.

20.14 **Attendees:** In addition to Board Members, Patron, Full Members, and Honorary Life Members, employees and volunteers of SPCA are entitled to and may attend and observe a General Meeting.

21. Voting at General Meetings

21.1 **Voting Entitlement:** Subject to Rule 36.7 (Entitlements of the Members During Transition), and Rule 7.4a (Full Member Entitlements), each Member is entitled to one vote on each motion at a General Meeting. Board Members, and the Patron are not entitled to vote at General Meetings.

21.2 **Casting Vote:** In the event of equality of votes at a General Meeting the Chairperson, or his or her nominee, shall have a casting vote (unless the resolution directly involves the Chairperson in which case the Board shall unanimously agree on a Board Member to have the casting vote).

21.3 **Method of Voting:** Subject to Rule 36.7 (Entitlements of the Members During Transition), voting at General Meetings may be conducted by voices, show of hands, ballot, or secret ballot if requested by three (3) Members present at the meeting and approved by Ordinary Resolution at the meeting. Each Member who is entitled to vote, may exercise its vote in any one of the following ways:

- a. in person at the General Meeting or by their Proxy (Rule 21.4); or,
- b. by Postal or Electronic Voting (Rule 21.5).

21.4 **Proxy Voting:** Where a Member chooses to exercise his/her vote by appointing a Proxy to attend a General Meeting (unless he or she decides to vote by Postal or Electronic Voting), the following general principles shall apply together with any specific requirements decided by the Board:

- a. the Proxy must be appointed by notice in writing on the form, as prescribed by the Board, and signed by the Member;
- b. the proxy form must specify how the Member directs the Proxy to vote, including a specific vote and/or authority to allow the Proxy to decide how he or she will vote;
- c. the completed proxy form must reach the Returning Officer not less than one (1) hour before the time scheduled for the commencement of the General Meeting;

- d. only a Member who is entitled to vote may hold a Proxy. No Board Member may hold a proxy; and,
- e. a Member may hold up to four (4) Proxies at a General Meeting.

21.5 **Postal or Electronic Voting:** Where a Member chooses to exercise their vote at a General Meeting, or is required to for an Urgent Resolution, by casting a Postal or Electronic Vote the following general principles shall apply together with any specific requirements decided by the Board:

- a. a Member who is entitled to vote may cast a Postal or Electronic Vote on all or any of the motions to be voted on at the General Meeting by returning the voting form, prescribed by the Board, to the Returning Officer (Rule 21.6) for that meeting;
- b. the voting form must reach the Returning Officer not less than forty eight (48) hours before the time scheduled to commence the General Meeting; and,
- c. the Postal or Electronic Votes shall be counted in accordance with Rule 21.6 (Returning Officer) prior to or at the General Meeting.

21.6 **Returning Officer:** For each General Meeting and any Urgent Resolution (under Rule 22) :

- a. The CEO shall appoint a Returning Officer. No Member, Board Member, employee, or volunteer of SPCA may be the Returning Officer.
- b. The Returning Officer shall undertake the following duties:
 - i. collect together any Postal and Electronic Votes received in accordance with this Constitution;
 - ii. in relation to each motion to be voted on at the meeting, count the total number of valid votes cast, including those votes cast by Postal and Electronic Vote; and,
 - iii. decide whether the motion is carried, lost or there is an equality of votes (in accordance with the requisite majority under this Constitution) and inform the Chairperson, or his or her nominee, accordingly.

21.7 **Resolutions:** An Ordinary Resolution at a General Meeting shall be sufficient to pass a resolution except as specified otherwise in this Constitution.

21.8 **Chairperson's Declaration:** The Chairperson, or his or her nominee, shall declare the result of the vote once voting is complete. The Chairperson's declaration of the result will be conclusive.

22. Urgent Resolutions of Members

- 22.1 In addition to resolutions of Members made at General Meetings, the Members may approve Urgent Resolutions outside of a General Meeting, if:
- a. The resolution is, in the Board's opinion, urgent;
 - b. The resolution is proposed by the Board;
 - c. All Members are given no less than seven (7) Days' notice of the proposed resolution;
 - d. Voting on the proposed resolution by Members entitled to vote, is undertaken by Postal or Electronic Vote only, in accordance with Rule 21.5 (Postal or Electronic Voting);
 - e. The minimum number of Members who must participate in voting on the proposed resolution shall be the same as for the quorum for a General Meeting under Rule 20.12 (Quorum); and
 - f. The resolution is carried if passed by an Ordinary Resolution, unless the resolution proposes alterations to this Constitution (under Rule 28) or to dissolve or liquidate SPCA (under Rule 30), in which case a Special Resolution is required.

PART V – FINANCIAL MATTERS

23. Financial Year

- 23.1 Subject to Rule 37 (Change in Financial Year), the Financial Year of SPCA shall commence on 1 July and end on the following 30 June, or such other period as may be decided by the Board from time to time.

24. Annual Report and Annual Financial Statements

- 24.1 The Board shall prepare an Annual Report for presentation to the AGM.
- 24.2 In addition, the Board shall produce audited Annual Financial Statements for the preceding Financial Year to the AGM for approval, which shall be audited by an Auditor.
- 24.3 Subject to Rule 37 (Change in Financial Year), the Auditor will be appointed at each Annual General Meeting for the next Financial Year. The Auditor shall conduct the audit in compliance with applicable auditing and assurance standards. Should the appointed Auditor resign during the Financial Year, the Board shall appoint a replacement Auditor for that Financial Year.

25. Application of Income

- 25.1 The income and property of SPCA shall be applied solely towards the promotion of the Purposes.
- 25.2 Except as provided in this Constitution:
- a. no portion of the income or property of SPCA shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member or Board Member; and,
 - b. no remuneration or other benefit in money or money's worth shall be paid or given by SPCA to any Member or Board Member.

25.3 Nothing in Rule 25.2 shall prevent payment, in good faith of, or to any, Member or Board Member for any of the following provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction:

- a. any services actually rendered to SPCA whether as an employee or otherwise; or,
- b. products supplied to SPCA in the ordinary and usual course of operation; or,
- c. interest on money borrowed from any Member or Board Member; or,
- d. rent for premises demised or let by any Member or Board Member to SPCA; or,
- e. any remuneration, fees, honorarium or reimbursement for out-of-pocket expenses incurred by the Member or Board Member on behalf of SPCA for any other reason.

PART VI – OTHER MATTERS

26. Common Seal

26.1 SPCA shall have a common seal.

26.2 The Board shall decide when and by whom the common seal is to be used and make provision for its safe custody, subject to the Incorporated Societies Act 1908.

27. Intellectual Property

27.1 **Acknowledgements by the Members.** The Members agree that:

- a. the SPCA is the exclusive owner of the Trade Marks;
- b. nothing in this Constitution confers on any Member any right or interest in the Intellectual Property of SPCA except as expressly set out in this Constitution, the Regulations or any other agreement in writing between the SPCA and the relevant Member entered after the Commencement Date (for the avoidance of doubt, any rights granted to Members in relation to use of the Intellectual Property of the SPCA prior to the Commencement Date are revoked effective from the Commencement Date);
- c. all rights in and to the Intellectual Property of the SPCA including the Trade Marks and any additions, modifications, improvements, enhancements and developments to such Intellectual Property are and remain the property of the SPCA;
- d. the Members must only use the Intellectual Property of SPCA as directed by SPCA under this Constitution, the Regulations or any other agreement in writing between the SPCA and the relevant Member entered after the Commencement Date.

- 27.2 **Members not to be a party.** A Member must not:
- a. be a party to any act, matter or thing which might prejudicially affect the Intellectual Property of the SPCA while, and after they cease to be, a Member; and
 - b. object to, impede or prohibit the use or registration of:
 - i. any part of the Intellectual Property of the SPCA; or
 - ii. any improvement, derivation or variation of them, by SPCA.
- 27.3 **Assignment of Improvements.** If a Member develops or improves any Intellectual Property (including improving, enhancing or making developments in respect of any Intellectual property owned by SPCA) in conducting its business and/or operations, the Member must:
- a. assign to SPCA all rights, title and interest in the Intellectual Property or part thereof; and
 - b. if SPCA obtains assignment of any of the Intellectual Property so developed, execute or procure execution of any document or agreement evidencing such assignment as may be required by SPCA.
- 27.4 **Use of Trade Marks:** Each Member must provide to SPCA for approval a representation of intended use of any part of the Trade Marks and each such member cannot vary, adapt or change that representation, including its colour scheme, once approved by SPCA without further written approval.
- 27.5 **Goodwill to vest in SPCA.** The Members agree that their use of the Intellectual Property of the SPCA and any goodwill resulting from such use will enure to the exclusive benefit of SPCA.
- 27.6 **Comply with directions.** Each Member must fully comply with all of SPCA's reasonable requirements regarding use, in part or in whole, of the Intellectual Property of SPCA.
- 27.7 **Application of Rule.** The provisions of this Rule 27, apply to all Members during and after the Transition Period.

28. Alteration to the Constitution

- 28.1 Subject to Rule 28.2, this Constitution may only be amended, added to or repealed by Special Resolution either at a General Meeting or by Urgent Resolution.
- 28.2 Notice of an intention to alter this Constitution must be given to the CEO:
- a. by a Member or the Board, no later than thirty (30) Days prior to a General Meeting; or,
 - b. by the Board, no later than seven (7) Days prior to an Urgent Resolution.

29. Regulations

- 29.1 The Board may decide and amend such Regulations as it considers necessary or desirable. Such Regulations must be consistent with the Purposes of SPCA.
- 29.2 All Regulations shall be binding on SPCA, Board Members and the Members.
- 29.3 All Regulations and any amendments to the Regulations shall be notified to all Members as approved by the Board.

29.4 To the extent of any inconsistency between any Regulations and this Constitution, this Constitution shall prevail.

30. Liquidation or Dissolution

30.1 SPCA may be either:

- a. dissolved by the Registrar of Incorporated Societies in accordance with the Incorporated Societies Act 1908; or,
- b. placed into voluntary liquidation in accordance with Rule 30.2.

30.2 SPCA may be placed into voluntarily liquidation if:

- a. a Special Resolution is passed at a General Meeting to appoint a liquidator; and,
- b. such resolution is confirmed by Special Resolution at a subsequent Special General Meeting, called for that purpose, and held not earlier than thirty (30) Days after the date on which the resolution in Rule 30.2a was passed.

Upon appointment of a liquidator the relevant provisions of the Incorporated Societies Act 1908 shall apply to the liquidation of SPCA.

30.3 SPCA may be dissolved by the Registrar of Incorporated Societies (under the Incorporated Societies Act 1908) if:

- a. a Special Resolution is passed at a General Meeting to that effect, and upon application being made for dissolution to the Registrar; the Registrar decides to do so under the Incorporated Societies Act 1908; or,
- b. the Registrar decides to do so under the Incorporated Societies Act 1908.

30.4 Any surplus assets of SPCA either on liquidation or dissolution, after payment of all costs, debts, and liabilities, shall subject to any trust effecting the same, be disposed of by distributing, giving or transferring them to any charitable body or bodies (including any society, trust or other entity) which has charitable objects similar to the Purposes of SPCA.

30.5 The body or bodies in Rule 30.4 shall be decided by the Members in a General Meeting at or before the time of dissolution or liquidation. If the Members are unable to decide, the body or bodies shall be decided by the liquidator (in the case of liquidation) or the Registrar of Incorporated Societies (in the case of dissolution).

31. Indemnity and Insurance

31.1 Each Board Member, the Patron, the CEO, and each employee and volunteer of SPCA ("Indemnified Party") is:

- a. indemnified by SPCA from and against all losses and expenses incurred by the Indemnified Party or in or about the discharge of the Indemnified Party's duties; and,
- b. is not liable for the acts or omissions of any other person being a Board Member, Patron, CEO, employee or volunteer, or for joining in any act or receipt or for any act of conformity or for any loss happening to SPCA,

unless due to the Indemnified Party's own wilful default.

- 31.2 SPCA shall, with the prior approval of the Board, effect insurance for all Board Members, the CEO and other officers of SPCA in respect of:
- a. Liability (not being criminal liability) for any act or omission in his or her capacity as a Board Member, CEO or officer;
 - b. Costs incurred by that Board Member, CEO or officer in defending or settling any claim or proceeding relating to any such liability; and,
 - c. Costs incurred by that Board Member, CEO or officer in defending any criminal proceedings:
 - i. that have been brought against the Board Member, CEO or officer in relation to any act or omission in its capacity as a Board Member, CEO or officer; and
 - ii. in which he or she is acquitted.

32. Disputes Resolution

If any dispute arises out of the interpretation of this Constitution or any matter arises which is not provided for in these Rules, then such dispute or matter shall be referred in writing to the Board, whose decision shall be final and binding.

32.1 Interpretation

For the purposes of this section:

- a. "Complaint" shall be defined as any complaint, concern, or allegation about a member's conduct or behaviour; and
- b. "Grievance" shall be defined as any allegation of damage (caused by either the Society or a member) to the members rights and interests (either as a member or more generally).

32.2 Investigating and determining dispute

The Board must, as soon as is reasonably practicable after receiving a Complaint or Grievance brought in accordance with this Constitution, investigate and determine the Complaint or Grievance.

32.3 Complaints

- a. The Board must consider a Complaint.
- b. The member has a right to be heard before the Complaint is resolved, or any outcome is determined.
- c. The member will be fairly advised of all allegations concerning the member, with sufficient details and time given to enable the member to prepare a response.
- d. An oral hearing will be held if the Board considers that an oral hearing is needed to ensure an adequate hearing or is otherwise desirable.
- e. The member will be given a reasonable opportunity to be heard in writing or at an oral hearing (if one is held);
- f. The member's written statement or submissions will be considered by the Board.

32.4 Grievances

- a. A member can raise a Grievance with the Board.
- b. The member will be heard before the Grievance is resolved, or any outcome is determined.
- c. An oral hearing of the Grievance will be held if the Board decides that an oral hearing is needed to ensure an adequate hearing or is otherwise desirable.

- d. The member's written statements or submissions will be considered by the Board.

32.5 Board may decide to not progress matter

Despite clauses 32.3 and 32.4 above, the Board may decide to not progress a Complaint or Grievance if:

- a. the Complaint or Grievance is trivial; or
- b. the Complaint or Grievance does not appear to disclose:
 - i. in the case of a Complaint, any material misconduct; or
 - ii. in the case of a Grievance, any material damage to a member's rights or interests.
- c. the Complaint or Grievance appears to be without foundation or there is no apparent evidence to support it; or
- d. the person who makes the Complaint or brings the Grievance has an insignificant interest in the matter; or
- e. the conduct, incident, event, or issue has already been investigated and dealt with by or on behalf of the Society.

32.6 Board may refer matter

The Board may refer a Complaint, Grievance, or other dispute to:

- a. a subcommittee or an external person to investigate and report; or
- b. a subcommittee, an arbitral tribunal, or an external person to investigate and make a decision.

32.7 Decision makers

A person may not act as a decision maker in relation to a Complaint, Grievance, or other dispute if two or more members of the Board or a complaints subcommittee consider that there are reasonable grounds to believe that the person may not be:

- a. impartial; or
- b. able to consider the matter without a predetermined view.

PART VII – TRANSITION

33. Membership

- 33.1 **Existing Members of Member Societies and Branches:** Existing Centre Members will be invited to apply to become Full Members of SPCA. The procedure in Rule 7.2 (Process) shall apply to the approval or otherwise of such persons to become Members except there will be no Membership Fee for the period to 30 June 2019. Nothing in this Rule affects the membership of an Existing Centre Member of their Member Society or Branch, until the Member Society or Branch is liquidated or dissolved.
- 33.2 **Existing Honorary Life Members of Member Societies and Branches:** Those persons who were life members for a period of 12 months or more prior to this Constitution coming into force, or honorary life members,

of a Member Society or Branch, will be deemed to be, and recognised as, Honorary Life Members of SPCA, upon the Transfer of their Member Society or Branch into RNZSPCA.

33.3 **Existing Honorary Life Members of RNZSPCA:** Those persons who immediately prior to this Constitution coming into force were honorary life members of RNZSPCA under rule 7(f) of the Previous Constitution, shall continue to be Honorary Life Members of SPCA on the Commencement Date.

33.4 **Other Existing Members of RNZSPCA:** Those persons who, immediately prior to this Constitution coming into force, were members of RNZSPCA under the Previous Constitution in any of the following classes, shall be deemed to be Full Members of SPCA, on the Commencement Date:

- a. supporting annual members;
- b. supporting life members; and,
- c. supporting corporate members.

33.5 **Existing Affiliated Societies:** Those organisations which immediately prior to this Constitution coming into force were Affiliated Societies of RNZSPCA (as defined in the Previous Constitution) shall cease to be Members of RNZSPCA on the Commencement Date.

34. Transition Board

34.1 **Transition Board:** The Transition Board shall comprise of:

- a. those persons who were elected to the Previous Board (in accordance with the Previous Constitution) at the 2017 AGM or whose term of office on the Previous Board continued beyond the 2017 AGM (provided they are not Ineligible under Rule 14.4), whose terms of office on the Transition Board shall commence on the Commencement Date ("Initial Transition Board Members"), and,
- b. if not elected to the Previous Board as described in Rule 34.1, any of the three (3) persons designated in Rule 35.2a to be a member of the Inaugural Board; and,
- c. those people, who will become members of the Inaugural Board (under Rule 35), who are subsequently appointed to the Transition Board by the Board Appointments Panel (in accordance with Rule 34.2) to replace some or all of the Initial Transition Board Members.

34.2 **Process for Appointment:** The Board Appointments Panel shall, in the manner set out below, replace, some or all of the Initial Transition Board Members with persons who are to become members of the Inaugural Board, during the period from the conclusion of the 2017 AGM to the conclusion of the 2018 AGM ("Board Transition Period") as follows:

- a. the Board Appointments Panel shall decide the number of, and timetable by which, positions, on the Transition Board will be replaced during the Board Transition Period by taking into account the relevant factors in Rule 15.9 (Relevant Factors for Appointing Board Members), and shall notify the Transition Board of this timetable, by no later than two (2) months after the 2017 AGM;
- b. subject to Rule 34.3 (Proviso), each of the three (3) persons designated in Rule 35.2a, shall not be replaced and, subject to this Constitution, will, if they agree to do so, remain as a member of the Transition Board and, once it commences, the Inaugural Board;

- c. if any Casual Vacancy arises in any position on the Transition Board (Rule 14.8 Casual Vacancy Meaning), the Board Appointments Panel may fill such vacancy with a person who is to become a member of the Inaugural Board under Rule 35.2 (Composition); and,
- d. the Board Appointments Panel shall carry out its responsibilities in accordance with Rule 15.7 during the Board Transition Period so that by the date the Inaugural Board commences, each Board Member of the Inaugural Board is appointed.

34.3 **Proviso:** From 1 August 2017, the persons described in Rule 35.2a, shall not be eligible to be appointed to, or to remain on, the Transition Board, unless the Member Society or Branch of which he or she was the Chairperson, has agreed in writing to Transfer into RNZSPCA in accordance with the Transition Regulations.

34.4 **Chairperson of the Transition Board:** The Chairperson of the Transition Board shall be the person elected as President of RNZSPCA (in accordance with the Previous Constitution), at the 2017 AGM, provided that he or she is not Ineligible (under Rule 14.4 - Ineligibility). In the event this person is Ineligible, the Vice-President of the RNZSPCA (elected in accordance with the Previous Constitution) will be the Chairperson of the Transition Board. In the event the Chairperson of the Transition Board is replaced on the Transition Board with another person by the Board Appointments Panel under Rule 34.2, one (1) of the three (3) persons described in Rule 35.2a shall be appointed as the Chairperson as decided by the Transition Board.

34.5 **Term of Office:** The term of office of a Transition Board Member will expire on the earlier of:

- a. the date on which the Board Appointments Panel appoints a person to replace that Transition Board Member with another person (who is to become a member of the Inaugural Board) under Rule 35; or,
- b. a casual vacancy arising in that Board Member's position on the Transition Board; or
- c. 31 July 2017, if the Member Society or Branch of which they are a member, has not resolved its intention to Transfer into RNZSPCA in accordance with the Transition Regulation; or,
- d. the conclusion of the 2018 AGM.

Any Transition Board Member may apply to become a Board Member on the Inaugural Board. The term in office on the Transition Board shall not be included in counting a term of office for the Inaugural Board or under Rule 14.7 (Maximum Term).

34.6 **Transition Board Quorum:** The quorum for a meeting or any decision of the Transition Board shall be four (4) Board Members.

34.7 **Application of Rules:** Except to the extent specified in this Constitution, all the Rules in this Constitution applicable to the Board shall apply to the Transition Board.

35. Inaugural Board

- 35.1 **Inaugural Board:** The Inaugural Board shall commence with effect from the conclusion of the 2018 AGM.
- 35.2 **Composition:** The Inaugural Board shall comprise of the following Board Members:
- a. subject to Rule 35.3, three (3) persons being:
 - i. the person who, immediately prior to the 2017 AGM, is the Chairperson of SPCA Auckland;
 - ii. the person who, immediately prior to the 2017 AGM, is the Chairperson of Wellington SPCA; and,
 - iii. the person who, immediately prior to the 2017 AGM, is the Chairperson of SPCA Canterbury;

provided that if any of the persons described in (i) to (iii) of this Rule are not able or willing to be members of the Inaugural Board, the Board Appointments Panel shall appoint a Board Member to fill this position, which person must be from the Region in which the applicable Member Society or Branch specified in Rule 35.2 existed; and,
 - b. four (4) to six (6) other persons (decided by the Board Appointments Panel) appointed by the Board Appointments Panel.
- 35.3 **Proviso:** The persons described in Rule 35.2a, shall not be eligible to be appointed to the Inaugural Board unless the Member Society or Branch of which he or she was the Chairperson, has fully completed its Transfer into RNZSPCA in accordance with the Transition Regulations. If such persons are not eligible under this Rule, the Board Appointments Panel shall appoint a replacement person from the Region in which the applicable Member Society or Branch specified in Rule 35.2 existed.
- 35.4 **Appointment of Other Members:** The other four (4) to six (6) members of the Inaugural Board specified in Rule 35.2b will be appointed by the Board Appointments Panel during the Board Transition Period as specified in Rule 34. The Board Appointments Panel shall undertake this appointment in accordance with Rule 16 (Board Appointment Process).
- 35.5 **Chairperson of the Inaugural Board:** The Chairperson of the Inaugural Board shall be decided by the Inaugural Board, from amongst its members, at the first Board meeting held after the 2018 AGM, in accordance with Rule 14.3 (Chairperson).
- 35.6 **Terms of Office of the Inaugural Board:** The Board Appointments Panel shall decide the term of office of each Member of the Inaugural Board to be either one (1) year, two (2) or three (3) years, to ensure a rotation in Board Members. A term of office as a Board Member of the Inaugural Board shall be counted in calculating any maximum term office under Rule 14.7 (Maximum Term).
- 35.7 **Ongoing Board:** Once the terms of office of the Inaugural Board Members expire, or a Casual Vacancy arises, the Board shall be appointed in accordance with this Constitution including for terms as specified in Rule 14.6 (Term of Office). For avoidance of doubt, once the terms of office of the three (3) Inaugural Board Members specified in Rule 35.2a expire or a Casual Vacancy in any one or more of these positions arises, there is no obligation for the Board Appointments Panel to appoint Board Members to the Board from the Member Societies and Branches specified in Rule 35.2 or from the Region in which the Member Society or Branch previously existed.
- 35.8 **Application of Rules:** Except to the extent specified in this Constitution, all Rules in this Constitution applicable to the Board, shall apply to the Inaugural Board.

36. Transfer of Member Societies and Branches

36.1 **Transfer Period:** The “Transfer Period” is the period:

- a. from the date this Constitution comes into force;
- b. until 31 October 2017 (unless a later date is approved by the Board in exceptional circumstances applicable to a Member Society or Branch as decided by the Board on a case by case basis).

The Transfer Period is the period during which each Member Society and Branch is required to:

- c. resolve whether or not to Transfer into RNZSPCA in accordance with Rule 36.2; and,
- d. if it resolves to do so, to undertake the Transfer, in accordance with Rule 36.3.

36.2 **Member Societies and Branches to Decide on Transfer:** Each Member Society and Branch shall, by no later than 31 July 2017, resolve in accordance with the Transition Regulations whether or not it intends to Transfer into RNZSPCA, unless a later date is otherwise approved by the Board in exceptional circumstances applicable to a Member Society or Branch as decided by the Board on a case by case basis.

36.3 **Member Societies and Branches to Transfer:** Each Member Society and Branch which resolves to Transfer into RNZSPCA must undertake the Transfer by no later than 31 October 2017 in accordance with the Transition Regulations, unless a later date is otherwise approved by the Board in exceptional circumstances applicable to a Member Society or Branch as decided by the Board decided by it on a case by case basis.

36.4 **Commencement:** By no later than 1 November 2017 (and on any subsequent later dates which may be approved by the Board for a specific Member Society or Branch under Rule 36.3), and with effect from the Transfer Date on which each Member Society and Branch Transferred into RNZSPCA, the RNZSPCA shall be fully responsible for the governance, management and operations of those Member Societies and Branches in accordance with this Constitution and the Regulations.

36.5 **Member Societies and Branches Not Transferring:** Any Member Society or Branch (including its Existing Branch Members) which decides not to Transfer into RNZSPCA, or does not Transfer into RNZSPCA, by midnight on 31 October 2017 (unless a later date is approved by the Board under Rule 36.3) in accordance with the Transition Regulations, shall cease to be a Member of RNZSPCA with immediate effect and shall:

- a. not be entitled to use the Intellectual Property of SPCA and in particular not be entitled to be named as, or hold itself out in any way as, an “SPCA” or a “Society for the Prevention of Cruelty to Animals” or any other substantially similar name;
- b. not employ or engage, or continue to employ or engage, any person as an inspector or auxiliary officer authorised by SPCA as an Approved Organisation under the Animal Welfare Act 1999;
- c. be subject to all such other consequences of ceasing to be a Member as set out in Rule 12.6 (Consequences of Termination of Membership); and,
- d. take all such steps that are reasonable and necessary to give effect to this Rule including the steps specified in the Transition Regulations.

This Rule shall also apply to every officer, committee member, employee, volunteer, agent and member of any such Member Society or Branch.

This Rule shall survive the resignation, cessation or termination of membership of RNZSPCA and may be enforced by SPCA against any former Member Society or former Branch.

36.6 Status of Member Societies and Branches During Transition:

- a. Each Member Society and Branch (including its Existing Branch Members) shall, from the Commencement Date, continue to be a Member of SPCA, (subject to this Constitution, the Branch Rules (if a Branch) and the Regulations), until:
 - i. in the case of a Member Society, it resigns its membership of SPCA by giving not less than seven (7) Days' written notice to the CEO and paying any monies due to SPCA. This notice shall be accompanied by a certified copy of a resolution passed by a majority of the members of the Member Society at a general meeting of the Member Society. For avoidance of doubt a Branch cannot resign its membership of SPCA; or,
 - ii. in the case of a Member Society or Branch:
 - (a) it ceases to be a Member following the application of Rule 36.5 (Member Societies and Branches Not Transferring), or,
 - (b) it Transfers into RNZSPCA and is liquidated or dissolved, in accordance with this Constitution, the Regulations, and the Branch Rules (if a Branch).
 - iii. in the case of an Existing Branch Member, upon any one of the circumstances set out in this Rule 36.6ai or ii applying to the Branch of which the person is a member.

(referred to as the "Transition Period").
- b. The rules of a Member Society or Branch shall not be amended during the Transition Period so as to be inconsistent with this Constitution, the Regulations and the Branch Rules (if a Branch).
- c. Every Existing Branch Member during the Transition Period shall:
 - i. continue to be a member of SPCA unless they resign or are otherwise terminated in accordance with the constitution of the Branch, by the Branch to which they are a Member;
 - ii. be bound by this Constitution, the Branch Rules and the Regulations; and,
 - iii. if an officer of the Branch, take all reasonable steps to ensure the Branch complies with this Constitution and the Regulations.
- d. SPCA grants to each Member Society and Branch during the Transition Period a non-exclusive, non-transferable, royalty-free licence to use the Trade Marks in New Zealand solely for its operations.

36.7 Entitlements of the Members During Transition: During the Transition Period, each Member Society and Branch through its Delegate, is entitled to attend, speak and vote at any Special General Meetings of SPCA on behalf of the Member Society or Branch. For the Transition Period, every reference to a Member in the following Rules shall mean a Delegate of a Member Society and Branch, and shall not mean an Existing Centre Member, Full Member or Honorary Life Member: Rule 20.3 (Method General Meeting), Rule 20.8 (SGM), Rule 20.9 (Notice of SGM), Rule 20.10 (Minutes), Rule 20.11 (Errors), Rule 20.12 (Quorum), Rule 21.1 (Voting Entitlement), Rule 21.3 (Method of Voting) and Rule 22.1 (Urgent Resolutions of Members) except that the quorum for a Special General Meeting shall be twelve (12) Delegates. This Rule does not in any way limit the

rights of Existing Centre Members to become Full Members of SPCA during the Transition Period, but Full Members and Honorary Life Members shall have no right to vote at any Special General Meetings held or Urgent Resolutions proposed during the Transition Period.

36.8 **Obligations of Member Societies and Branches:** During the Transition Period, each Member Society and Branch (and every officer, committee member, employee, volunteer, agent or other person acting on its behalf), shall:

- a. comply with this Constitution, the Branch Rules and the Regulations;
- b. remain a charitable entity as defined in the Charities Act 2005;
- c. use its best efforts to carry on the management and operations of the Member Society or Branch on a "business as usual" basis;
- d. maintain a committee of four (4) or more members, to manage and control the affairs of the Member Society or Branch, and if a Branch, to do so in accordance with the Branch Rules, unless Rule 36.9 (Board Intervention) applies;
- e. forward to the CEO, by a specified date or dates:
 - i. a copy of its annual report and financial accounts, as at the end of the financial year of the Member Society or Branch that immediately preceded each AGM of SPCA;
 - ii. financial information of the Member Society or Branch, as at 30 June 2017;
 - iii. a record of the names and contacts details of the members of the Member Society or Branch as at the end of the financial year of the Member Society or Branch that immediately preceded each AGM of SPCA;
 - iii. the names and addresses of all officers of the Member Society or Branch within one (1) month of the annual general meeting of the Member Society or Branch; and,
 - iv. such other information as agreed between the Member Society or Branch and SPCA in any agreement related to the proposed Transfer into SPCA in accordance with the Transition Regulations;
- f. ensure all income, profits or other benefits made or received by it are applied in accordance with its constitution (including the Branch Rules, if a Branch), and this Constitution;
- g. only use the Intellectual Property of SPCA in accordance with this Constitution, the Branch Rules (if a Branch), and the Regulations;
- h. not make any public statement or communication which misrepresents any statement, policy or position of SPCA;
- i. act in good faith to preserve its assets and not incur, or agree to incur, substantial liabilities and in particular not deplete, dissipate, sell, lend, lease, gift, or otherwise transfer or part with any fixed assets or substantial cash assets of the Member Society or Branch to any person or entity (except SPCA), or offer any fixed assets as security, unless the prior written agreement of the Board is obtained;

- j. keep the property of the Member Society or Branch unencumbered and free from any charges whatsoever, unless the prior written agreement of the Board is obtained;
- k. keep the property of the Member Society or Branch in good order and repair at least to the standard they were on the Commencement Date, (fair wear and tear excepted);
- l. keep the property of the Member Society or Branch insured at no less than the same level of insurance that was in place on the Commencement Date and if requested, provide evidence of such insurance to the CEO;
- m. not commence any legal proceedings, unless the prior written agreement of the Board is obtained; and,
- n. not engage in any act which may damage the reputation of any Member Society, Branch, SPCA or the SPCA Movement.

36.9 **Board Intervention:** During the Transition Period, the Transition Board shall have the power to:

- a. remove from office any officer of a Branch or any member of a Branch committee, for refusal or failure to comply with this Constitution, the Branch Rules or the Regulations. If this occurs, the Board may, in its discretion, appoint another member of the Branch to replace that officer or committee member; or;
- b. place a Branch under the administration of SPCA or another Branch or Member Society, if a Branch committee has three (3) or less committee members. If this occurs the Branch committee shall be deemed to have vacated their office and the SPCA, other Branch or Member Society (as applicable) shall assume all the powers and responsibilities of the Branch committee under the Branch Rules;
- c. terminate the membership of any Member.

36.10 **Application of Rules During Transition Period:** During the Transition Period, the following rules shall apply to Member Societies and Branches (and their members) where every reference to a Member includes a Member Society and Branch: Rule 9 (Member Rights and Obligations), Rule 12.3 (Other Grounds), Rule 12.4 (Procedure), Rule 12.5 (Board's decision) and Rule 12.6 (Consequences of Termination of Membership). There shall be no right to call or hold a Special General Meetings of SPCA during the Transition Period and no Member, Member Society or Branch shall be entitled to requisition a Special General Meeting.

37. Change in Financial Year

- 37.1 The change in the Financial Year shall take effect on the Commencement Date.
- 37.2 The Financial Year of RNZSPCA which commenced on 1 January 2017 shall cease on 30 June 2017.
- 37.3 The annual report and annual audited accounts of SPCA for the Financial Years ending 30 June 2017 and 30 June 2018 respectively shall be presented at the 2018 AGM.
- 37.4 The Auditor who is appointed at the 2017 AGM shall be the Auditor for the annual accounts of RNZSPCA for the Financial Year ending 30 June 2017.
- 37.5 The Auditor for the annual accounts for the financial year ending 30 June 2018 will be decided by the Board and reported to the Members at the 2018 AGM.

38. Branch Rules

- 38.1 The Branch Rules shall continue in force and apply to each Branch and its members until the end of the Transition Period, as applicable to each Branch.
- 38.2 The revised Branch Rules adopted at the 2017 AGM (or any subsequent amendments) shall be adopted by each Branch in accordance with the Regulations.
- 38.3 All Branches (and members of Branches) must comply with the Branch Rules.

39. By-Laws Revoked

- 39.1 The By-Laws of SPCA which were in force immediately prior to the Commencement Date shall be revoked with effect on the Commencement Date.

PART VIII – DEFINITIONS

40. Definitions

- 40.1 The words and phrases used in this Constitution shall mean as follows:

“**2017 AGM**” means the AGM of RNZSPCA held on 17 June 2017.

“**2018 AGM**” means the AGM of SPCA held in 2018 on a date decided by the Board.

“**AGM**” means the Annual General Meeting of SPCA as described in Rule 20.1.

“**Animals**” has the meaning given to it in the Animal Welfare Act 1999.

“**Annual Financial Statements**” means the annual financial statements including a statement of financial position and an income and expenditure statement for the Financial Year and such other statements as required under the Charities Act 2005 and any other legislation applicable to SPCA.

“**Annual Report**” means a report of the activities of SPCA in the preceding Financial Year.

“**Approved Organisation**” means an organisation declared to be an approved organisation under section 121 of the Animal Welfare Act 1999.

“**Auditor**” means a person, independent of SPCA, who is a qualified auditor under the Financial Reporting Act 2013.

“**Board Member**” means a person appointed by the Board Appointments Panel as a member of the Board under this Constitution.

“**Board**” means the Board of SPCA and includes the Transition Board and the Inaugural Board unless specified otherwise.

“**Board Appointments Panel**” means the panel described in Rule 15.

“**Board Members**” means the people specified in Rule 14.2 and includes members of the Transition Board and the Inaugural Board unless specified otherwise.

“**Board Transition Period**” means the period in which the Transition Board is in office as described in Rule 34.5.

“Branch” means any of the Branches listed in Schedule 1.

“Branch Rules” means the rules applicable to Branches as described in Rule 38.

“CEO” means the Chief Executive Officer of SPCA appointed under Rule 19.

“Chairperson” means the Chairperson of the Board, unless specified otherwise.

“Commencement Date” means the date on which this Constitution comes into effect, which is the date on which the Registrar of Incorporated Societies registered this Constitution (under section 21 of the Incorporated Societies Act 1908).

“Constitution” means this constitution.

“Day” means any day of the week (including Saturday, Sunday, and a public holiday). Where any action is required to be done by a specified time (such as thirty (30) Days) this means clear days, so it is to be calculated by excluding the date of the notice (or other relevant action) and the date of the meeting (or other relevant activity).

“Delegate” means a person appointed by a Member Society or Branch to represent it at any Special General Meeting held during the Transition Period. Each Member Society and Branch is entitled to appoint one (1) delegate and to notify SPCA of its delegate by the date notified by the CEO.

“Existing Branch Members” means members of a Branch as at the Commencement Date, (who were also deemed to be members of RNZSPCA under rule 21 of the Previous Constitution).

“Existing Centre Members” means the persons who are members of any Member Society and Existing Branch Members as at the Commencement Date

“Financial Year” means the financial year of SPCA as described in Rule 23.1 and Rule 37.2 in the Transition Period.

“Full Member” means a Member as described in Rule 7.

“General Meeting” means an AGM or a SGM.

“Honorary Life Member” means a Member as described in Rule 8.

“Ineligible” has the meaning given to it in Rule 14.4 (Ineligibility).

“Intellectual Property” means all patents, trademarks (whether registered or unregistered including but not limited to the Trade Marks), trade names, designs, domain names and all rights and property associated with such domain names (including but not limited to any related urls), social media accounts, trade secrets, inventions, formulae, models, plans, licences, know-how, databases, technical information, discoveries, ideas, underlying or proprietary data, research, results, reports, drawings, techniques, specifications, standards, methods, manuals, get-up, rights in computer software, copyright in works and all rights or forms of protection of a similar nature, whether or not registered, throughout the world, and (where applicable) the right, and any application, to register any of these rights.

“Inaugural Board” means the Board as defined in Rule 34.

“Members” means the members of SPCA as described in Rule 6 and for the Transition Period only includes Member Societies and Branches (and Existing Branch Members) as described in Rule 36.5.

“Membership Fee” means the fee payable by Full Members as described in Rule 10.1 (Membership Fees).

“Member Society” means any of the incorporated societies listed in Schedule 2.

“Misconduct” means conduct which is prohibited as set out in the Regulations.

“Ordinary Resolution” means a resolution passed by a majority of all the votes properly cast by Members, including Postal and Electronic Votes.

“Patron” means the individual appointed under Rule 13.1.

“Postal and Electronic Votes” means the methods of voting for General Meetings and Urgent Resolutions as described in Rule 21.5 (Postal or Electronic Voting) and Rule 22 (Urgent Resolutions of Members). For the avoidance of doubt a **Postal Vote** means a vote made on the voting form prescribed by the Board, in the manner prescribed by the Board and received by the Returning Officer by mail. An **Electronic Vote** means a vote made on the voting form prescribed by the Board, in the manner prescribed by the Board and received by the Returning Officer by email.

“Previous Board” means the members of the RNZSPCA National Board (as described in the Previous Constitution) who were in office, or who were elected to office, at the 2017 AGM at which this Constitution was adopted.

“Previous Constitution” means the constitution of RNZSPCA (last updated at the AGM of RNZSPCA held on 17 May 2015) which was in force immediately prior to the Commencement Date.

“Proxy” means an individual who is a Member who has been appointed to act as an agent for another individual Member at a General Meeting and to exercise that Member’s vote(s) on their behalf.

“Proxies” means a person who holds more than one Proxy.

“Purposes” means the purposes of SPCA described under Rule 4.

“Region” means a geographical area of New Zealand as decided by the Board.

“Register” means the register of Members specified in Rule 11.

“Regulations” means any regulations decided by the Board under Rule 8.

“Returning Officer” means the person described in Rule 21.7.

“Rule” means a rule of this Constitution.

“RNZSPCA” and **“SPCA”** mean The Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated and includes its officers, employees and Board Members, unless specified otherwise.

“SGM” means a Special General Meeting of SPCA described in Rule 20.8.

“Special Resolution” means a resolution passed by two-thirds (2/3rds) of all the votes properly cast by Members including Postal and Electronic Votes.

“SPCA Movement” means the services, activities and programmes carried out by Member Societies and Branches (and former Member Societies and Branches) and SPCA.

“SPCA Auckland” means The Society for the Prevention of Cruelty to Animals Auckland Incorporated (registration number 222889).

“SPCA Canterbury” means the Canterbury Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals, Incorporated (registration number 219182).

“Trade Marks” means the trademarks “Society for the Prevention of Cruelty to Animals”, “SPCA”, “Royal Society for the Prevention of Cruelty to Animals”, “RNZSPCA”, and any other trademarks used by the SPCA in relation to the conduct of its business and/or operations.

“Transfer” and **“Transfer into RNZSPCA”** means the transfer of all the assets and liabilities of the Member Society or Branch to RNZSPCA and resolution of its members to dissolve or liquidate the Member Society or Branch, undertaken in accordance with this Constitution and the Transition Regulations.

“Transfer Date” means the date on which a Member Society or Branch completes its Transfer into RNZSPCA.

“Transfer Period” has the meaning given to it in Rule 36.1.

“Transition Board” means the Board as defined in Rule 35.1.

“Transition Period” has the meaning given to it in Rule 36.6a.

“Transition Regulations” means the Transition Regulations approved at the 2017 AGM and adopted by the Board, and which may be amended by the Board.

“Urgent Resolution” means a resolution of the Members made in accordance with Rule 22.

“Volunteer” for the purposes of Rule 14.4b (Ineligibility) only, means a person who volunteers in the operations of SPCA and does not include any other volunteer such as a volunteer on a regional or local sub-committee or group or a Board Member.

“Wellington SPCA” means the Wellington Society for the Prevention of Cruelty to Animals Incorporated (registration number 215312).

39.2 **Construction:** In this Constitution:

- a. a gender includes all other genders;
- b. the singular includes the plural and vice-versa;
- c. any reference to legislation includes a modification or re-enactment of, legislation enacted in substitution of, or a regulation, order-in-council or other instrument from time to time issued or made under, that legislation;
- d. any agreement includes that agreement as modified, supplemented, innovated or substituted from time to time;
- e. a reference to persons includes an individual, company, corporation, partnership, firm, joint venture, association, trust, institution, governmental or other regulatory body, authority or entity, other body corporate, unincorporated body of persons; in each case whether or not incorporated (unless specified otherwise);
- f. a reference to a person includes the legal personal representatives, successors and permitted assigns of that person;
- g. a reference to a majority means a simple majority unless expressly specified otherwise;
- h. headings and the contents page are for reference only and are to be ignored in construing this Constitution; and,

- i. unless the Constitution or Regulations specify otherwise, any notice or notification to be given under this Constitution or the Regulations by a person (“notifying party”) will be sufficiently given to the party to whom the notice is required to be sent (“receiving party”) if it is given in writing and signed or authorised by an authorised person of the notifying party and delivered to the receiving party, by one of the following means:
 - i. by post to the last known address of the receiving party;
 - ii. by personal delivery, including by courier, to the published or last known physical address of the receiving party;
 - iii. by electronic mail, to the published or last known address of the receiving party.

SCHEDULE 1 – BRANCHES

The following incorporated societies are Branches of RNZSPCA:

- Kaitaia & Districts Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 826632);
- The Bay of Islands Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals, Incorporated (registration number 442163);
- The Whangarei Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 223247);
- Tauranga Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 223662);
- Thames Branch of the Royal NZ Society for the Prevention of Cruelty to Animals Incorporated (registration number 213703);
- The Waiheke Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 223971);
- The Waihi Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 213419);
- Waikato Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals, Incorporated (registration number 214197);
- The Whakatane Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 215302);
- The Kawerau Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 222011);
- The Opotiki Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 214481);
- The Rotorua Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 213820);
- The South Waikato Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 1561782);
- The Gisborne SPCA Incorporated (registration number 214431);
- Hawkes Bay Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals, Incorporated (registration number 227371);
- The Hastings & Districts Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 227519);
- The Central Hawkes Bay Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 444456);
- Te Kuiti Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 213912);

- The Central King Country Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 213613);
- Taupo Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 227435);
- The Turangi Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 255176);
- The Horowhenua Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals, Incorporated (registration number 216652);
- The Feilding & Districts Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 218547);
- The Manawatu Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 215557);
- North Taranaki Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 214684);
- South Taranaki Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 219095);
- Wairarapa Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 1645077);
- The Wanganui Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 215338);
- The Marlborough Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 221092);
- The Motueka Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 225080);
- The Golden Bay Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 405051);
- Nelson Branch of the Royal NZ Society for the Prevention of Cruelty to Animals Incorporated (registration number 224990);
- Greymouth Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 218942);
- The Hokitika Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 242856);
- Buller Society for the Prevention of Cruelty to Animals Incorporated (registration number 238417);
- Canterbury Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals, Incorporated (registration number 219182);
- The North Otago Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 226449);

- Southland Branch of the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (registration number 225424);

SCHEDULE 2 – MEMBER SOCIETIES

The following incorporated societies are Member Societies of RNZSPCA:

- The Society for the Prevention of Cruelty to Animals Auckland Incorporated (registration number 222889);
- Dannevirke Society for the Prevention of Cruelty to Animals Incorporated (registration number 227459);
- Upper Hutt SPCA Incorporated (registration number 216718);
- Wellington Society for the Prevention of Cruelty to Animals Incorporated (registration number 215312);
- Mid-Canterbury Society for the Prevention of Cruelty to Animals Incorporated (registration number 219488);
- South Canterbury Society for the Prevention of Cruelty to Animals Incorporated (registration number 219418);
- The Otago Society for the Prevention of Cruelty to Animals Incorporated (registration number 226855).