

The Landscape Industries Association of New Zealand Incorporated

CONSTITUTION 2025

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1. NAME

The name of this organisation shall be **The Landscape Industries Association of New Zealand Incorporated** ("the Association").

2. DEFINITIONS, REFERENCES & INTERPRETATION

2.1. Use of Capital Letters

Defined words and expressions are indicated in this Constitution by capital letters for convenience only. The absence of initial capital letters shall not imply that the word or expression is used with a different meaning from that given by its definition.

2.2. Defined Terms

In this Constitution, unless the context otherwise requires, any references to:

'Act'	means the Incorporated Societies Act 2022 or any Act which replaces it (including amendments from it from time to time), and any regulations made under the Act or any Act which replaces it
'Ballot'	means unless otherwise provided in this Constitution or any regulation, the voting of members at a General Meeting whether in person or by delivery of a ballot paper in person or by post to put before the meeting for counting;
'Board'	means the board of the Association, comprising the persons described in clause 5.3.1;
'Code of Conduct'	means any Code of Conduct that has been promulgated by the Board and shall remain in force until the Board exercises its powers to add to, amend or repeal the Code of Conduct. The Code of Conduct shall be made available on the Association's website;
'Complaints Committee'	means a committee appointed by the Board from time to time as required for the purpose of investigating and resolving complaints (or if no Complaints Committee has been appointed, then the Board itself);
'Complaints Form'	means the prescribed form for which complaints are recorded for submission to the Association (available on request from the Association);
'Costs'	includes all legal, valuation, inspection and other costs, charges, disbursements, expenses, outgoings, fees, losses, liabilities and other similar amounts (including all legal fees on a solicitor to client basis and stamp duty) and any duties,

	GST, or similar tax payable on such costs;
'Days'	in respect of the service of notices means the whole number of days from the sending of the notice and shall include all days of the week and statutory holidays;
'Designated Person'	means an individual who has had authority appointed by the member to act on their behalf
'Honorary Accountant'	means an accountant appointed by the Board in accordance with clause 5.3.1O (or if no such appointment is made, then an accountant engaged by the Board from time to time);
'Honorary Solicitor'	means a solicitor appointed by the Board in accordance with clause 5.3.1O (or if no such appointment is made, then a solicitor appointed by the Board from time to time);
'Member'	means an entity who has applied for membership and consented to be part of the society
'Membership Committee'	means a committee appointed by the Board in accordance with clause 5.4.1, for the purpose of assessing membership applications and the admittance of members to the Association (or if no Membership Committee has been appointed, then the Board itself);
'Officers'	means a person who is a member of the Board or any natural person occupying a position in the society that allows the person to exercise significant influence over the management or administration of the society (for example, a treasurer or a chief executive
'Ordinary Resolution'	means a resolution of members passed by a simple majority of members attending or voting by ballot, proxy or electronic vote at a meeting of members;
'Participation'	means in the context of member rights the right of a member to participate in or serve on any committee;
'Property'	means anything for which the Registered Master Landscapers association has bought, commissioned or otherwise paid the relevant fee for, including all items of

	intellectual property and physical assets.
'Registered Master Landscaper'	means those members whom have been accredited as such by the Membership Committee in accordance with the process set out in the Constitution or as otherwise determined by the Board;
'Rights'	means in the context of members a member's defined rights as set out in the Constitution and otherwise at law;
'Speaking'	means within the context of member rights the right to speak at meetings of members;
'Special Resolution'	means a resolution of members passed by 75% of members attending or voting by ballot, proxy or electronic vote at a meeting of members;
'Voting'	means in the context of member rights the right of members to vote at any meeting of members for candidates for the Board by ballot, proxy, electronic voting or vote in person;

2.3. Accounting Terms

Unless otherwise expressly defined in the Constitution, expressions or descriptions used in the Constitution concerning accounting or reporting functions shall, where not prescribed by law, bear the meanings ascribed to those expressions according to generally accepted accounting principles as applied in New Zealand and where applicable as defined in Statements of Standard Accounting Practice issued by Chartered Accountants Australia and New Zealand Inc (CAANZ) and in force at the date of the Constitution or brought into force thereafter.

2.4. General Interpretation

In the Constitution unless the context otherwise requires:

- (a) Words (including words defined in the Constitution) denoting the singular number only shall include the plural and vice versa;
- (b) Any period shall (unless the contrary is expressly stated) include the whole of the day on which the period commences and the whole of the day on which it expires. Any times or dates are references to times and dates in New Zealand;
- (c) Any reference to legislation, statute, regulation, ruling, code, rules or ordinance includes reference to any modification, substitute for, consolidation or re-enactment of it and any regulation or other instrument from time to time made or issued thereunder;
- (d) A document or agreement between the Association and any other party includes such document or agreement as modified, varied, supplemented, novated, replaced or substituted from time to time.

2.5. Headings etc.

Headings, marginal notes and the table of contents are included for convenience only and shall not affect the interpretation of the Constitution.

3. PURPOSE

The purpose of the Association is to:

- (a) Provide the structure for the development and promotion of a professional landscape industry.
- (b) Through its Board provide leadership in implementing the Association's policies and objects.
- (c) Officially represent the landscape industry, without breaching the unfair conduct issues described in the Fair Trading Act 1986.
- (d) Maintain a close liaison with similar associations both nationally and internationally.
- (e) Encourage and nurture the establishment of regional groups of members of the Association.
- (f) Initiate and promote the training and continuing professional development of landscape personnel.
- (g) Promote standards of performance and professionalism within the landscape industry.
- (h) Work towards achieving professional recognition and awareness of its members amongst public authorities, developers, designers, architects, other appropriate bodies and the public at large.
- (i) Identify and act upon opportunities to organise special or specific events for members and the public, to assist in fulfilling the objects of the Association.
- (U) Organise awards programmes to recognise and promote the excellence of members' work.
- (k) Provide regular updated technical, trade and legal information and news.
- (l) Facilitate the interchange of information with manufacturers, suppliers and other appropriate sectors.
- (m) Provide contract formats and procedures as guidelines for members.
- (n) Represent the Association, members and/or the landscape industry in any legal proceeding, legislative process or similar.
- (o) Provide a procedure for complaints resolution.
- (p) Create regulation or undertake any act conducive to the attainment of the above purposes and the overall advancement of the association.

No purpose is intended to be predominant, irrespective of the positioning of any of the purposes or the way they are expressed.

4. MEMBERSHIP

4.1. Eligibility

Membership shall be open to any sole trader, limited liability company, or other corporate body deriving all or part of its income from the practice of landscape contracting and/or landscape design/architecture.

4.2. Admission of Members

Applications for membership shall be made via webform to the Board who may delegate these to a Membership Committee. Applicants shall supply such information and complete such admission procedures as may be required.

Membership applications shall be considered and determined in accordance with clause 5.4.1, subject to the relevant fee being paid and consent being granted by the applicant to be a member of a society, abiding by the constitution; and subject to no objections being received during the notification process to existing members.

4.3. Register of Members

The Chief Executive Officer, or such other officer as the Board may direct, shall keep an up-to-date register of all current and former members listing their names, contact details, classes of membership and dates of admission and/or date at which they ceased to be a member.

4.4. Public Access to Membership

Membership of the Association, as recorded in the register/Association's CRM, shall be publicly available via the Association's website.

4.5. Maintenance of the Membership Register

In the event that any contact details or registered addresses recorded on the national register change, it is the responsibility of the individual member to ensure the Association is kept updated of these so that the register may be maintained.

4.6. Classes of membership

There shall be the following classes of membership:

(a) Registered Master Landscaper

Being a limited company, or self-employed individual whose workmanship and business conduct as observed by the Board or Membership Committee are of a sufficiently high standard to be acceptable to the Association, who has applied to become a Registered Master Landscaper, and who has paid such fees as are payable. The applicant shall have been operating in the landscape industry for no less than two (2) years within the category under which they are applying, though this requirement may be waived by the Board in cases of special merit.

A Registered Master Landscaper shall undertake full responsibility for the competent delivery of all work undertaken, including that of subcontractors engaged by them.

Where a limited company which is a Registered Master Landscaper is sold or otherwise undergoes a change of management, its membership shall be suspended until the Board is satisfied that the new management is capable of producing and sustaining the requisite standards. In the case of a partnership, the same shall apply where there is a change of senior partners or of 50% or more of partners in an equal partnership.

In assessing applications for Registered Master Landscapers, the Board or Membership Committee shall consider the professionalism, competency and quality of the service provided by the applicant throughout the delivery of their works, and their ability to adequately demonstrate the scope of the category for which they are applying, as evidenced in the information submitted.

In support of an application to be a Registered Master Landscaper, no less than two (2) separate projects shall be submitted, preferably different in character and completed for different clients, which have been completed within the preceding 24 months. The work shall have been carried out by the applicant or in the case of a firm, by its own staff (support of specialist subcontractors under its control permitted). Client references may also be requested at the Board's discretion.

Fees: Pays fees

Rights: Speaking, Participation, Voting

(b) Associate

Being a limited company, or self-employed individual that has not yet met the criteria required to become a Registered Master Landscaper but is actively working towards accredited membership, and who has paid such fees as are payable.

Fees: Pays fees

Rights: Speaking, Participation, Non-voting

(c) Student Member

Being any student participating in a recognised course of study in landscaping or a related trade or profession, who is not a practicing landscaper.

Fees: No fees

Rights: Speaking, Participation, Non-voting

(d) Legacy Member

Being any person who has previously been the recipient of Life Membership, Distinguished Service Award or a Landscape Legacy Award for exceptional service to the Association as determined by the Board.

Fees: No fee

Rights: Speaking, Participation, Voting

(e) Friends of RML

Being an association, educational establishment, corporate body, or individual related to the landscape industry, and who has a vested interest in the advancement of the association.

Fees: As set by the Board

Rights: Participation, Non-voting

4.7. Board may amend classes of membership

Notwithstanding clause 4.6 above, the Board may remove any existing class of membership, add new classes of membership, or amend the requirements of a particular class of membership, as necessary to meet the needs of the Association.

4.8. Rights of members

The rights and privileges of each member:

- (a) Shall belong to the legal entity which holds the membership;
- (b) May be represented by a Designated Person within the member organisation but shall not be transferable to others; and
- (c) Shall only be exercisable after payment of all fees that are due by that member.

4.9. Obligations of members

Each member shall:

- (a) At all times abide by the Constitution and Code of Conduct of the Association;
- (b) Uphold the purposes of the Association; and
- (c) Avoid any act or omission which may be liable to bring the Association into disrepute.

4.10. Privileges

To the extent that such matters are not set out in the Constitution, the privileges, advantages, obligations, qualifications, the methods and terms of election, admission, resignation, suspension, expulsion, and disqualification of members, shall be decided by the Board.

4.11. Board the final arbiter

While the Board **may** delegate its power to the Membership Committee to accept membership applications, conduct (or waive) admission procedures including reviews of work, references and similar, the Board shall not in so doing, at any point be determined to have abrogated its right to decide conclusively whether a candidate shall or shall not be admitted as a member.

4.12. Complaints and Disputes

- (a) The Association will investigate any complaints or disputes in accordance with Schedule 2 of the Act, and as per the process set out in its Complaints Procedure in Appendix 1..
- (b) All dispute and conflict resolution procedures will be undertaken in a manner that it is consistent with the principles and rules of natural justice.
- (c) These policies shall apply, but are not limited to:
 - Complaints against a member received from the public;
 - Complaints against a member received from another member of the Association;
 - Disputes between a member and the public;
 - Disputes between members
 - Disputes between members and Officers

4.13. Cessation of membership

4.13.1 Resignation

A member may resign from the Association by providing notice in writing to the Chief Executive Officer or Chair of the Association.

A resignation is effective from the date the Chief Executive Officer or Chair receives the resignation.

The member shall remain liable to pay all fees and levies due for the then current membership period.

4.13.2 Deemed resignation

The Board may remove any member from the register of members whose fees are in arrears for three (3) months or more.

Any member so removed from the register of members shall be liable to pay all fees, levies or other sums that have fallen due prior to being removed.

4.13.3 Expulsion

If the Board considers that any member has been guilty of unprofessional conduct or impropriety or committed any breach of any Code of Conduct of the Association, or of any conduct injurious to the Association or its interests, or has gained entry to the Association by misrepresentation or false statements, the Board shall have power, after due enquiry, to expel such member if it is carried by a majority vote at a full Board meeting. Such expulsion shall be communicated to the member in writing.

4.13.4 Effect of resignation, deemed resignation and expulsion

Members lose the right to use any Association accreditation on resignation, deemed resignation or expulsion.

Former members must ensure that all references to Association membership or any Association accreditation are deleted or removed from any use (including signage, stationery (including all print or email communications), business cards, advertising or other promotional material, social media and websites) immediately upon cessation of membership. Former members must not represent that they have any association with the Association or accreditation conferred by the Association and must cease using and/or displaying materials including membership stickers, promotional pamphlets, contract forms and other material issued by the Association on any vehicle, document, website or any other place or use whatsoever, including social media.

The Board may require, by notice in writing to any former member, that the former member takes specified action to give effect to this provision of the Constitution including requiring the former member to give access to officers of the Association to premises controlled by the former member to ensure that the former member's obligations have been duly discharged.

Any former member who fails to comply with any provisions of this clause or any direction of the Board shall be responsible for all costs incurred by the Association (including legal

costs on a solicitor-client basis) in enforcing this clause. All members acknowledge, by applying for or renewing their memberships, that this clause may be enforced against them following (and regardless of) cessation of membership, and agree to be bound by it in perpetuity.

4.13.5 Reinstatement

Any member who has resigned or been deemed to resign may reapply for membership through the normal process.

Any member who has been expelled may reapply for membership through the normal process following a two year stand down period or at the Board's discretion.

5. STRUCTURE AND GOVERNMENT

5.1. Structure

There shall be an elected Board of the Association consisting of:

- (a) A Board Chair
- (b) Up to six (6) and not less than four (4) additional members elected in accordance with clause 5.3.

There may be:

- (a) A Chief Executive Officer
- (b) Additional supporting roles for administration or specialist services
- (c) Ad hoc committees

The Contact Person for the Association will be the current Chief Executive Officer unless another person is appointed by the Board.

5.2. Appointed Positions The Board may appoint, at its discretion and on terms of its choosing, a Chief Executive Officer and/or additional support roles, which are each to be paid positions. The remuneration payable to any person employed by the Board must be at usual market rates.

5.3. The Board

The Association shall be governed by a Board. The Board has the ability to delegate any of its powers as it thinks fit.

Other than as prescribed by statute or by this Constitution, the Board may regulate its proceedings as it thinks fit.

The Board, as Officers of the Association commit to the following:

- a) Acting in good faith and in the best interests of the Association
- b) Exercising powers for proper purposes only
- c) Complying with the Act and the Constitution
- d) Exercising reasonable care and diligence
- e) Not creating a substantial risk of serious loss to creditors; and
- f) Not incurring an obligation, the officer doesn't reasonably believe the Association can perform.

5.3.1 Nominations and Eligibility for Board Membership

All Board members shall be from current members in any class with voting rights as identified in 4.6, and who are recorded as such on the Membership Register.

Any Association member with voting rights may nominate candidates for the Board.

5.3.2 Responsibilities

The Board shall direct the affairs of the Association towards the furtherance and fulfilment of its purposes and shall determine its policies and control its monies and finances.

The Officers of the Association are required to act in good faith and in the best interests of the Association. All conflicts of interest must be declared at each Board meeting.

The Officers of the Association must exercise care and diligence that a reasonable person would exercise in the circumstances and must ensure that the business of the Association is not being carried on in such a way that creates a substantial risk of serious loss to its creditors.

It may adopt such regulations as it shall deem advisable within the limits set by the Constitution.

5.3.3 Election of Board

The election of the Board shall be carried out in accordance with this Constitution and in subordinate regulations that the Board may choose to adopt to better implement the spirit and intention of this Constitution.

All Board members shall be elected at a Annual General Meeting for a term of three years.

5.3.4 Co-opted Board members

Should a Board position become vacant, the Board may, at its discretion, co-opt a member to fill the vacancy. The co-opted member will complete the term of the vacating Board member.

Co-opted members to the Board may be removed at any time by resolution of the Board.

Co-opted members to the Board shall have voting rights.

5.3.5 Term by rotation

Board members who have served for three consecutive years shall retire from the Board at the next Annual General Meeting.

Individual Board appointments shall be managed so that a maximum of three Board members will be changed in any one year.

Notwithstanding the above, any outgoing Board member may offer themselves for re-election, for a further term(s).

5.3.6 Removal of elected Board members

Voting members may at any general meeting of the Association, by Ordinary Resolution, remove any one or more of the elected members of the Board.

Any resolution that proposes removal of specific members shall name those members proposed to be removed in the proposed resolution.

Notice of any motion to remove any officer shall be an item of business on the notice of meeting and may not be raised under general business.

In the event that an officer is removed, the General Meeting shall as its next order of business conduct elections to fill that position.

5.3.7 Voting

Each member of the Board shall be entitled to one (1) vote on any motion before a Board meeting. In the event of a deadlock, the Chair (or acting Chair) may, at his/her discretion, exercise an additional casting vote. At all Board meetings, four (4) members shall constitute a quorum.

No Board member may appoint a proxy for a Board meeting unless agreed with the remainder of the Board.

5.3.8 Honorary Solicitor and Honorary Accountant

The Board may, from time to time, appoint an Honorary Solicitor and/or Honorary Accountant to provide such professional services and advice as required by the Board and the Association.

5.3.8 Interests register

Each member of the Board must disclose to the Board meeting any interests in any matter being considered.

The Board must keep and maintain a register of these disclosures in an interests register.

5.4. Committees

5.4.1 Membership Committee

- (a) There may be a Membership Committee appointed by the Board, comprising of at least one (1) Board member and up to three (3) other Association members. All Membership Committee members shall be members of the Association.
- (b) If, at any time, no Membership Committee exists, the Board shall constitute the Membership Committee.
- (c) The Membership Committee's main function shall be to receive and process applications for new members. Having enquired into an applicant's workmanship and business conduct to an extent necessary to satisfy itself that fair judgments and well-reasoned decisions can be made, the Committee shall, at its discretion, determine the status of each application. The Committee may, as part of an enquiry, appoint a specialist consultant to assist in examining work which is of a highly specialised nature or is otherwise beyond the Committee's judging competence.
- (d) The Membership Committee's secondary function shall be to review the status of any member upon receipt of any information which indicates that a review may be necessary. Having investigated the information thoroughly and without bias, the Committee shall determine the course of action it deems appropriate.
- (e) Each member of the Membership Committee shall be entitled to one (1) vote on any motion before a Membership Committee meeting. In the event of a deadlock, the Chairman (or acting Chairman) may, at his/her discretion, exercise an additional casting vote.

5.4.2 Ad hoc committees

The Board may, at its discretion, appoint any committee consisting of such persons for such purposes as it thinks fit, on such terms and to exercise such powers as may be determined by the Board.

5.4.3 Restriction on committees' powers

Unless otherwise resolved by the Board:

- (a) No committee shall have the power to co-opt additional members;
- (b) No committee may commit the Association to any financial expenditure without express authority from the Board; and
- (c) No committee may delegate any of its powers.

6. OFFICERS AND STAFF

6.1. General

The control and conduct of the Association's formal, obligatory and day-to-day business shall be assigned to the Board of the Association.

6.2. Elected officer

6.2.1 Board Chair

The Board shall elect the Board Chair, by a majority vote.

The Board Chair shall chair meetings of the Board. If there is a vacancy in the office of Board Chair, for whatever reason, then the first order of business at the next full Board meeting shall be the election of a new Board Chair, or Acting Board Chair to fulfil the remaining term, nominated by remaining Board Members.

7. MEETINGS

7.1. Annual General Meeting

The Association shall hold an Annual General Meeting (AGM) open to all members within four (4) months following the end of the Association's financial year.

7.1.1 Business of AGM

The business of the AGM shall be, every year:

- (a) To confirm the Minutes of the previous AGM and any intervening SGM;
- (b) To consider reports from the Board Chair and Chief Executive Officer;
- (c) To receive the financial report and annual accounts;
- (d) To consider remits from regions or groups;
- (e) To consider Notices of Motion and general business; and
- (f) To elect members of the Board.

7.1.2 Notice of AGM

A preliminary notice of the proposed date and place of the AGM shall be sent by the Chief Executive Officer, or otherwise by the Board Chair, to all members not less than 30 days prior to the proposed date, calling for nominations for the Board, and for remits and notices of motion from members.

Not less than 14 days prior to the AGM, the Chief Executive Officer, or otherwise the Board Chair, shall send to all members a notice of meeting which states the date, time and place, copies of notices of motion, remits and, if elections are to be held for Board membership, a list of candidates, and voting papers for items to be voted on by post, ballots, electronic voting or proxy voting forms, and the closing deadline for receipt of replies.

7.2. Special General Meetings

A special general meeting (SGM) open to all members, may be called by the Board at any time, or shall be convened upon receipt of a requisition signed by not less than 10 per cent of all members having voting rights setting forth the purposes of such a meeting.

7.2.1 Business of SGM

The business of an SGM shall be confined to the purposes stated in the notice of such a meeting. No general business can be conducted at an SGM.

7.2.2 Notice of SGM

The SGM shall be called within 50 days of receiving a requisition, or at any time if called by the Board.

Not less than 14 days prior to the date of the SGM, the Chief Executive Officer, or otherwise the Board Chair, shall send to all members a notice of meeting which states the date, time and place, purpose, copies of notices of motion and including ballots or proxy voting forms, if required.

An SGM may be held by ballot voting form or electronic voting, in which case the notice shall specify that the voting is to be by ballot voting form or electronic voting (as the case may be) and that a quorum is not required.

Any resolution passed at an SGM held by ballot or electronic voting shall be passed by receipt of votes of 50% of the members eligible to vote if an Ordinary Resolution and 75% of members eligible to vote if a Special Resolution.

In lieu of an SGM, a resolution may be passed under Section 26(1)(k)(v) of the Act.

It must be passed with no less than 75% of the number of members who are entitled to vote.

7.3. Voting on elections

Voting for the Board may be in person, by email or provision of proxies. If approved by the Board, electronic voting may be permitted.

Votes at meetings shall be decided on a simple majority with emailed ballots, proxy votes and electronic votes being considered as part of the total vote. The Board Chair shall have a casting vote provided he/she has voting rights.

7.4. Board meetings

The Board shall endeavour to meet no less than once every two (2) months.

If a meeting cannot be held in person, it is to be held by telephone or audio conference, by video conference, or by a combination of these methods.

7.5. Conduct, quorum and records

Meetings shall be conducted according to usual practice of meetings.

The quorum for all general meetings shall be no less than ten (10) members, whose membership class requires a fee payable to the Association and allows voting rights.

Proxy votes count towards the required number for the quorum

Minutes shall be recorded and filed for every Board and every members' meeting, by a Board member selected by the Board Chair.

7.6. Proxy Voting

Unless specified otherwise in the notice of meeting, proxy votes for any General Meeting must be delivered to the Board Chair no later than 24 hours before the meeting is scheduled to commence.

8. MONIES AND FINANCES

8.1. Financial year

The financial year of the Association shall be from the first day of April to the last day of March in the following year unless otherwise resolved by the Board.

8.2. Monies for activities of the Association

The Board shall be responsible for directing the affairs of the Association in a manner to ensure that the Association has monies for the conduct of the necessary business for the Association.

The Board shall have the power to decide in what form and how such monies are to be brought into the Association including, in the Board's discretion, through:

- (a) Levying any charges or fees on members through Ordinary Resolution of the Board;
- (b) Membership fees;
- (c) Accepting capital advances from members such as loans, debentures or donations;
- (d) Accepting donations, sponsorship or loans from third parties;
- (e) Renting leasing or hiring any real or personal property of the Association;
- (f) Sales of goods and services including lectures, seminars, conferences / events and like activities; and/or
- (g) Any other activity by which the objects of the Association are furthered.

8.3. Control of monies and expenditure

The Association shall have the power to control and dispose of its monies in whatever manner the Board may decide including the power to:

- (a) Borrow or raise money and to secure repayment by the issue of debentures, or by mortgages or charge upon the whole or part of property or assets of the Association and to purchase, redeem or pay off such securities.
- (b) Invest surplus monies.
- (c) Pay the current salaries, wages, honorariums, and other disbursements of the Association.
- (d) Pay instalments of purchase money, rent or hire charges, maintenance costs, on any real and personal property of the Association.
- (e) Allocate money to Committees as the Board may determine.
- (f) Pay any legal, auditing and other professional fees incurred by the Association.

8.4. Monies as Association property

All monies, being property of the Association, shall be lodged to the credit of the Association at a Board approved bank.

Donated monies or monies provided pursuant to an agreement to sponsor or otherwise accepted by the Association on trust or to be invested at the direction of the donor or pursuant to any Deed or Agreement for such special purposes shall be dealt with by the Association in accordance with the terms and obligations imposed on the Association on acceptance of the monies.

8.5. Responsibilities for the accounts

The Board shall control and be responsible for keeping records of:

- (a) All income and expenditure and any other financial transactions of the Association and submit such records annually to the Association's nominated accountant and auditor (if any) for preparation of annual accounts.
- (b) The necessary statutory records relating to the financial transactions of the Association for such period as may be required by law.
- (c) The authorities for any two Board members and the Chief Executive Officer to act as a signatory on any financial instrument of the Association including any bank authority, though only two signatures are required each time.
- (d) The records required by the Honorary Accountant to produce the Association's balance sheet and statement of income and expenditure to be submitted to the AGM and copies of the same for all financial years completed by the Association from the date of incorporation.

8.6. Inspection of books

Any fee-paying member may request access to the books of the Association, separate to the audited accounts provided at the AGM, by making application in writing to the Board Chair or Chief Executive Officer.

8.7. Membership fees

8.7.1 Fees to be determined by the Board

The fees for each class of membership shall be of such amounts as are determined annually by resolution of the Board.

8.7.2 Requirements of a resolution relating to fees

Any resolution proposing membership fees shall specify:

- (a) The amount of the fee;
- (b) The classes of member liable to pay such fee;
- (c) The terms of payment permitted;

- (d) Any special terms including discounts, rebates or discretions reserved to the Board to suspend, forgive, discount, rebate or otherwise deal with any member with respect to that member's liability to pay such fee; and
- (e) Whether such fee is to continue until further resolution of the Board or is to end on a date specified in the resolution.

8.7.3 Fee Commencement

Membership fees are charged from the date of acceptance of the member's application for membership, pro rata for the remainder of the period covered by the current fee payments.

8.8. Special levies

If in the opinion of the Board the Association is in such a position that because of liabilities it cannot carry on the business of the Association, the Board may, at an AGM or SGM for which due notice has been given, propose by Special Resolution that a levy on all members will be struck.

Such resolution shall specify:

- (a) The amount of the levy;
- (b) The classes of member liable to pay such levy;
- (c) The terms of payment permitted provided that if the Association is insolvent or likely to become insolvent without such levy, such levy shall be payable forthwith; and
- (d) Whether the levy is to continue until such further resolution of the members or is to end on a date specified in the resolution.

The resolution shall not specify any special terms including any discounts, rebates or discretions reserved to the Board to suspend, forgive, discount, rebate or otherwise deal with any member with respect to that member's liability to pay such levy.

8.9. Pecuniary gain

8.9.1 No member of the Association shall derive any pecuniary gain from the monies or the financial dealings, or from transactions involving the real or personal property of the Association except as provided for in section 24 of the Incorporated Societies Act 2022 and its amendments.

8.9.2 As a not-for-profit association, the officers and members may not receive any distributions of profit or income from it. This does not prevent officers or members:

- i. receiving reimbursement of actual and reasonable expenses incurred, or
- ii. entering into any transactions with the organisation for goods or services supplied to or from them, which are at arm's length, relative to what would occur between unrelated parties.

However, no officer or member is allowed to influence any such decision made by the organisation in respect of payments or transactions between it and them, their direct family or any associated entity.

8.9.3 No addition to, deletion from or alteration of the organisation's rules shall be made which would allow personal pecuniary profits to any individuals.

9. PROPERTY

9.1. Acquisition

The Association shall have the powers to acquire any real or personal property in whatever manner the Board may determine.

It may:

- (a) Purchase or lease, exchange or hire such property or rights and privileges in connection therewith and to manage or develop same;

- (b) Construct, alter, improve or demolish buildings provided a clear right to do so exists;
- (c) Purchase any goods, chattels or equipment needed for the furtherance of the objects of the Association.

9.2. Disposal

The Board shall dispose of the Association's property in a manner that best satisfies the objects of the Association including:

- (a) Trading, exchanging or otherwise using the property in barter;
- (b) Abandoning property where such property constitutes a burden; or
- (c) Selling by private treaty tender or auction, with or without reserve.

9.3. Records

The Association shall keep appropriate records of such property, its acquisition and disposal and such records shall be open to the scrutiny of members unless the Board with due and adequate reason determines that scrutiny shall not be permitted.

9.4. No rights to members

No member shall have any personal right or privilege to any of the Association's property of any nature except under terms determined by the Board.

10. MISCELLANEOUS

10.1. Constitution and regulations

Every member shall on request to the Chief Executive Officer, or if there is no Chief Executive Officer, the Board Chair, be provided with a copy of the Constitution and any regulations in force at the time of request. That copy may be provided in electronic form.

Provision of the Constitution of the Association and any regulations may be made electronically and shall be deemed to have been made by posting the relevant documents for free, public and non-restricted download from a webpage at www.masterlandscapers.erg.nz.

10.1.1 Alteration or rescission of the Constitution

The Board or any member may, by notice of Special Resolution to the Chief Executive Officer or the Board Chair, before notice of the next AGM is given to members, require the Chief Executive Officer (or Board Chair) to place a proposed resolution to alter the Constitution on the agenda of business for the next AGM, or if an SGM for the purpose of considering the notice is validly called, at that SGM.

The Chief Executive Officer (or Board Chair), on receiving a valid notice of Special Resolution, shall refer the Special Resolution to the Association's nominated solicitor who shall forthwith provide an opinion to the Board Chair on whether or not the subject matter of the proposed resolution can be lawfully passed by the general meeting. The solicitor may propose amendments or alternative wordings to give effect the broad intentions as expressed in the notice and any explanatory notes. That report shall be circulated to all members prior to the general meeting.

A notice of Special Resolution proposing alteration of, amendment to, or rescission of the Constitution either in whole or in part may only be considered at a general meeting, if:

- (a) The motion clearly identifies each alteration of, or amendment to, or rescission of each provision of Constitution proposed to be changed, and
- (b) The Solicitor has provided an opinion to the Board Chair on the proposed change, and
- (c) The general meeting votes on the Special Resolution as may be amended during the meeting.

A Special Resolution altering, amending or rescinding of the Constitution either in whole or in part shall only come into effect if the amended/ replacement Constitution is subsequently

accepted by the Registrar of Incorporated Societies as being properly registerable at law. Any Constitution not accepted for registration shall be deemed to have been unlawfully approved and shall be null and void.

No addition to, deletion from or alteration of the organisation's rules shall be made which would allow personal pecuniary profits to any individuals.

10.1.2 Alteration or rescission of Board regulations etc.

The Board, may adopt, alter or rescind any regulation necessary for better carrying out its duties pursuant to this Constitution or for the better conduct of the affairs of the Association and management of the activities of the members in accordance with the Association's objects.

Any member may, by notice of Ordinary Resolution to the Chief Executive Officer or the Board Chair, before notice of the next general meeting is given to members, require the Chief Executive Officer (or Board Chair) to place on the agenda of business for such next general meeting a notice of motion proposing alteration of, amendment to, or rescission of any regulation and such notice of motion shall be put to the next general meeting of members.

10.2. Registered office

The registered office of the Association shall be at the place determined by the Board and registered with the Registrar of Incorporated Societies.

10.3. Serving of notices

Any notice required to be given by the Constitution shall be in writing and given by either:

- (a) Delivery to the person required to receive it;
- (b) Post in the case of notices by members to the Association or its officers, to the Association's registered office, and in the case of notices to members, by post to their last address as recorded in the register of members or as notified by the member to the Chief Executive Officer or Board Chair to be recorded in the register of members. Delivery shall be deemed to have occurred after 5 working days have elapsed from the date of posting; or
- (c) By email in the case of notices by members to the Association or its officers, to business@masterlandscapers.org.nz, and in the case of notices to members, by email to their last known email address as recorded in the register of members or as given by the member to the Chief Executive Officer or Board Chair to be recorded in the register of members. Delivery shall be deemed to have occurred on sending provided that no non-delivery notice is subsequently received.

Accidental omission to give notice of any meeting, or the non-receipt of such notice shall not invalidate the proceedings at any meeting.

In respect of any postal ballot held, voting may be made by ballots returned to the Chief Executive Officer or Board Chair by delivery, post (mail) or email, in the same method as notices described in this rule 10.4.

10.4. Contracts by the Association

Any contracts to which the Association is party shall be in writing and shall be executed:

- (a) If the contract is a deed, signed by the Board Chair and counter-signed by another member of the Board; or
- (b) By the Board Chair or (by resolution of the Board) by any member of the Board or employee of the Association where the person is authorised to sign the contract (or class of contract).

10.5. Dissolution or winding up

- (a) The Association may be wound up or dissolved by order of the Registrar of Incorporated Societies, order of the High Court, or by a majority decision of members

at an AGM or SGM called for the purpose of discussing the winding up of the Association. The required quorum at any such meeting shall be 12 members or two-thirds of the financial membership, whichever is the lesser.

(b) Prior to dissolution of the Association by the Registrar of Incorporated Societies or a resolution by the members to voluntarily wind up of the Association, the property, assets and monies shall, after provision for the discharge of all liabilities of the Association, be transferred to any not-for-profit body or bodies which have similar aims to the Association or a recognised charity, whichever the members deem appropriate.

10.6. Insurance

The Association may maintain insurance policies applicable to its operations to a level deemed appropriate for its standard operating procedures, including but not limited to liability and officers' insurance.

At the Board's discretion, the Association may take out one-off policies for a fixed duration to provide cover for unique circumstances that fall outside of its standard operations.

10.7. Entrenched provisions of the Constitution

The following provisions of the Constitution may only be changed by resolution of members at a general meeting where in addition to any count of votes made by ballot, 75% of those members present and/or voting by proxy vote or electronic vote in favour of any resolution amending, rescinding or replacing or otherwise altering the provisions:

Section 5	Structure and Government
Section 6	Officers and Staff
Section 10.6	Dissolution or winding up

11. Transition Provisions

11.1 New Constitution to replace Previous Constitution: This Constitution comes into effect the day after it has been registered under the Act following its approval in accordance with the Association's previous rules (Previous Constitution), at which time this Constitution will repeal and replace the Previous Constitution.

11.2 Transitional Provisions: With the exception of the appointment or election of Board members, the following transitional provisions will apply on and from the Active Date:

11.2.1 every current Legacy Member of the Association will automatically continue as a Legacy Member under this Constitution;

11.2.2 every functioning committee or panel established under the Previous Constitution (if any) will be dissolved, and each person appointed to such a committee or panel will cease to be so appointed; and

11.2.3 each Board member appointed prior to the 2025 AGM for a two year term will continue in office until the 2026 AGM.

11.3 Continuity: All contractual and other arrangements entered into, any bylaws or regulations adopted, or any proceedings commenced under the Previous Constitution remain valid and effective and, if required, may be continued, completed, rescinded, discontinued or altered in accordance with the terms of this Constitution.

APPENDIX 1 COMPLAINTS/DISPUTES PROCEDURE

Complaints/disputes may be against a member, the Association or an officer of the Association received from a member of the public or from another member, or from an officer of the Association.

- (a) Any complaint about a member of the Association shall be made in writing and submitted to the Chief Executive Officer, or if there is no Chief Executive Officer, the Board Chair. Upon receipt of the complaint, it shall be passed on to the Board, which may then constitute a Complaints Committee to resolve the complaint.
- (b) All procedures undertaken to resolve the complaint will be undertaken in a manner that it is consistent with the principles and rules of natural justice.
- (c) A complaint relates to an allegation that
 - a member or an officer has engaged in misconduct; or
 - a member or an officer has breached, or is likely to breach, a duty under the Association's constitution or bylaws or the Act; or
 - the Association has breached, or is likely to breach, a duty under the Association's constitution or bylaws or this Act; or
 - a member's rights or interests as a member have been damaged or members' rights or interests generally have been damaged.
- (d) Upon receipt of a written complaint, the Complaints Committee shall:
 - (i) Acknowledge receipt of the complaint to the complainant;
 - (ii) Give notice of the complaint that sets out the allegation against the member or officer, to the subject of the complaint;
 - (iii) Investigate the complaint thoroughly and without bias, including any such methods as the Committee deems fit; acknowledging that all parties have the right to be heard before the resolution of the conflict;
 - (iv) Attempt to resolve the dispute in good faith before appointing a mediator or specialist as required;
 - (v) Determine the outcome of the complaint within a reasonable timeframe; and
 - (vi) Advise the parties to the complaint of the Complaints Committee's determination in writing.
- (e) The Complaints Committee's determination shall be final and binding on the parties.
- (f) Possible courses of action shall include but not be limited to dismissal of the complaint, suspension of membership, recovery of costs, a fine, or expulsion.
- (g) The Complaints Committee may, at its discretion, decide if there should be any contribution towards the costs of the complaints procedure, and may require payment of those costs before commencing or completing the investigation.

We confirm that this Constitution was adopted by the Members at an Annual General Meeting that was held on 25 July 2025:

Member 
Michelle MACE

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