NZCEO
TE TARI MĀTAURANGA KATORIKA O AOTEAROA
NZ CATHOLIC EDUCATION OFFICE

CONSTITUTION

New Zealand Catholic Education Office Limited
Te Tari Mātauranga Katorika o Aotearoa

LAST UPDATED: MAY 2026

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1 CONSTITUTION AND THE COMPANIES ACT

The provisions of the Companies Act 1993 are negated, modified, adopted and extended by this Constitution as hereinafter provided

2 DEFINITIONS INTERPRETATION AND PRELIMINARY

2.1 Definitions

In this Constitution unless the context otherwise requires the following words and expressions have the meanings given to them in this clause:

"**Act**" means the Companies Act 1993;

"**Association of Proprietors of Integrated Schools**" means the unincorporated representative body that represents the proprietors of all state integrated schools in New Zealand.

"**Ballot**" means voting at a meeting of Shareholders held under **clause**

5.1 (a) by Shareholders recording their vote in writing. The chairperson shall appoint scrutinizers to count the votes. The declaration by the chairperson of the meeting of the result of the voting is conclusive evidence of that fact unless a poll is demanded in accordance with **clause 11.1**.

"**Board**" means the Directors of the Company who number not less than

the required quorum acting together as a board of directors; "**Catholic**" means Roman Catholic Church within New Zealand; "**Company**" means the New Zealand Catholic Education Office Limited; "**Constitution**" means this constitution, as altered from time to time.

"**Director**" means a person appointed as a director of the Company in accordance with this Constitution.

"**Interests register**" means a register kept by the Company at its

registered office pursuant to section 189(1) (c) of the Act;

"**Month**" means calendar month;

"**New Zealand Catholic Bishops Conference**" means the conference of Bishops that is the national body for the bishops of New Zealand for the Catholic church.

"**Office**" means the registered office for the time being of the Company;

"**Officer**" carries the same meaning as set out in section 4 of the Charities Act 2005.

"**Ordinary Resolution**" means a resolution that is approved by a simple majority of the votes of those Shareholders entitled to vote and voting on the question.

“**Person”** includes an individual, partnership, firm, company, body corporate, corporation, association, organisation, trust, a state or government or any agency thereof, a municipal, local or regional authority, and any other entity or organisation, whether incorporated or not (in each case whether or not having a separate legal personality);

“**Proprietor**” means each of those persons or organisations who are for the time being Proprietors of one or more Catholic schools in respect of which they have entered into an integration agreement pursuant to Section 7 of the Private Schools Conditional Integration Act 1975;

“**Representative**” means a person appointed to represent a Shareholder pursuant to **clause 13**.

“**Shareholder**” means a person:

registered in the share register as the owner of one or more shares provided that only those persons who are both a Proprietor and may become or remain Shareholders; or

until the person’s name is entered in the share register, a person named as a Shareholder in the application for registration of the Company at the time of registration of the Company provided **that** only those persons who are both a Proprietor and may become or remain Shareholders; or

until the person’s name is entered in the share register, a person who is entitled to have their name entered in the share register under a registered amalgamation proposal as a Shareholder in an amalgamated company **provided that** only those persons who are both a Proprietor and a member of the New Zealand Council of Proprietors of Catholic Integrated Schools may become or remain Shareholders.

“**Share Register**” means the share register for the Company kept in accordance with the Act.

“**Special Resolution**” means a resolution approved by a majority of 75% or more of the votes of those Shareholders entitled to vote and voting on the question.

“**Working day**” means any day of the week other than Saturday, Sunday, and the days designated as public holidays by statute;

2.2 Interpretation

In this Constitution, unless the context otherwise requires:

the table of contents, headings, and descriptions relating to sections of the Act, are inserted for convenience only and shall be ignored in construing this Constitution;

the singular includes the plural and vice versa;

reference to any legislation or to any provision of any legislation (including regulations and orders) includes:

that legislation or provision as from time to time amended, re-enacted or substituted;

any statutory instruments, regulations, rules and orders issued under that legislation or provision;

"written" and "in writing" include any means of reproducing words, figures and symbols in a tangible and visible form;

words and expressions defined or explained in the Act have the same meaning in this Constitution;

words and expressions cognate with words or expressions defined in this Constitution have meanings corresponding to those of the defined words and expressions;

references to clauses and sections (other than sections of the Act) are references to clauses and sections in this Constitution, unless stated otherwise.

2.3 Constitution to prevail

If there is any conflict between:

a provision in this Constitution and a provision in the Act which is expressly permitted to be altered by this Constitution; or

a word or expression defined or explained in the Act and a word or expression defined or explained in this Constitution;

the provision, word or expression in this Constitution prevails.

2.4 Section headings

The section headings and marginal notes (if any) are included for the purposes of convenience and shall not affect the construction of this Constitution

3 ESTABLISHMENT AND CAPACITY OF COMPANY

3.1 Establishment of Company

The Company is established to:

continue to provide the governance of the New Zealand Catholic Education Office in accordance with directions as specified from time to time by the Shareholders;

continue to provide executive education services as requested by the New Zealand Catholic Bishops Conference;

continue to provide executive education services as requested by the Association of Proprietors of Integrated Schools; and

provide such other services as the Shareholders determine from time to time and which are consistent with the charitable purposes of the Company.

3.2 Charitable purposes

The activities of the Company shall be carried out exclusively for religious charitable and educational purposes within New Zealand and not for the private pecuniary gain of any person. The income and property of the Company shall be applied solely towards the activities of the Company or by way of dividend gift or such other means as the Board may consider appropriate for charitable purposes in New Zealand.

3.3 Payment for service

Nothing herein contained shall prevent payment in good faith of reasonable remuneration of any officers or employees of the Company or to any other person in return for any service actually rendered to the Company nor prevent payment to the Shareholders of interest provided that the payment of interest must be limited to open market rates or reasonable and proper rent remuneration or return to the Shareholders for premises demised, let or licensed to the Company.

3.4 Treaty of Waitangi

The Company shall have due regard for Te Tiriti o Waitangi in carrying out or undertaking any business or activity of the Company.

3.5 No personal gain:

The profits (if any) or other income and the property of the Company, however derived, must be applied solely towards the promotion of the charitable purposes of the Company, but may be paid or transferred to any one or more Shareholders which are registered charities in New Zealand, in whole or in part, either directly or indirectly and whether by way of dividend, bonus or otherwise.

4 SHARES

4.1 Initial shares:

As at the date of this Constitution, the number of initial shares and their class, to be issued pursuant to Section 41(a) of the Act, are those specified in the application for registration of the Company.

4.2 Board may issue shares:

Subject to the Act and the restrictions on shareholding in this Constitution and the terms of issue of any existing shares, the Board may issue additional shares (and rights or options to acquire shares) of any class (including redeemable shares) at any time, to any person and in such numbers and on such terms as the Board thinks fit subject to the Shareholders by special resolution consenting to the issue, approving the proposed Shareholder, the number of shares to be issued and the terms of the issue prior to the issue of those shares provided always that the shareholding in the Company must at all times be limited to those persons who are Proprietors.

4.3 Power to transfer shares:

Subject to any restrictions contained in this Constitution, a Shareholder or Personal Representative may transfer any share by an instrument of transfer complying with this Constitution.

4.4 Form of transfer:

Any share disposed of by an "authorised transaction" within the meaning of the Securities Transfer Act 1991 may be transferred by an instrument of transfer complying with that Act. Every other instrument of transfer shall:

be in any usual or common form or any other form which the Board may approve;

be executed by or on behalf of the transferor; and

if registration as holder of the share imposes a liability to the Company on the transferee, be signed by the transferee.

4.5 Delivery of transfer to Company:

An instrument of transfer, together with the share certificate (if any) relating to the shares to be transferred, shall be delivered to the Company or to the agent of the Company who maintains the share register and the transferee shall provide such evidence as the Board or the agent reasonably requires to prove the title of the transferor to, or right of the transferor to transfer, the shares.

4.6 Board may refuse to register transfer:

Subject to section 84 of the Act (which imposes certain procedural requirements on a board), the Board may refuse to register a transfer of any share if:

the Company has a lien on the share;

the share is not fully paid up;

the instrument of transfer is not accompanied by the relevant share certificate (if any) and such other evidence as the Board reasonably requires to prove the title of the transferor to, or right of the transferor to transfer, the share;

the Board has notice of any agreement by the Shareholder to transfer only to some specified person or subject to some specified condition;

the Board, in its absolute discretion, believes that registration of the transfer would not be in the best interests of the Company; or

the transferor has not complied with the provisions of this clause;

provided that the Board must refuse to register a transfer of any share where the proposed transferee is not a Proprietor;

provided further that the Board resolves to exercise its power under this clause within 30 Working Days after receipt of the relevant transfer and notice of the resolution is sent to the transferor and to the transferee within five Working Days of the resolution being passed by the Board.

4.7 When transfer effective:

A transferor of a share is deemed to remain the holder of the share until the name of the transferee is entered in the share Register in respect of the share.

4.8 Schedule 1:

Schedule 1 records the names of the shareholders of the Company as at the date of adoption of this Constitution. The Board must keep a copy of the Schedule One with the registers for the Company, and must update that copy of Schedule One whenever the name of the transferee of a share is entered in the share register.

5 EXERCISE OF POWERS OF SHAREHOLDERS

5.1 Alternative forms of meeting:

A meeting of Shareholders may be held either:

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

if determined by the Board, by means of audio, or audio and visual, communication by which all Shareholders participating and constituting a quorum, can simultaneously hear each other throughout the meeting.

5.2 Exercise of power by meeting or written resolution:

A power reserved to the Shareholders by the Act or by this Constitution may be exercised either:

at a meeting of Shareholders; or

by a resolution in writing signed in accordance with section 122 of the Act.

5.3 Powers exercisable by Ordinary Resolution:

Unless otherwise specified in the Act or this Constitution, a power or right of approval reserved to Shareholders may be exercised by Ordinary Resolution.

6 MEETINGS OF SHAREHOLDERS

6.1 Annual meetings:

Subject to **clause 6.3**, the Company shall hold an annual meeting in each calendar year in addition to any other meetings in that year not later than:

six months after the balance date of the Company; and

not later than 15 months after the previous annual meeting.

6.2 Time and place of annual meeting:

Each annual meeting shall be held at such time and place as the Board appoints.

6.3 Resolution in lieu of annual meeting:

It is not necessary for the Company to hold an annual meeting in any calendar year if everything required to be done at the meeting (by resolution or otherwise) is done by resolution in writing signed in accordance with section 122 of the Act.

6.4 Special meetings:

All meetings other than annual meetings shall be called special meetings.

6.5 Calling of special meetings:

A special meeting:

may be called by the Board at any time;

shall be called by the Board on the written request of Shareholders holding shares carrying together not less than 5% of the voting rights entitled to be exercised on any of the questions to be considered at the meeting

7 NOTICE OF MEETINGS OF SHAREHOLDERS

7.1 Written notice:

Written notice of the time and place of a meeting of Shareholders shall be sent to every Shareholder entitled to receive notice of the meeting and to every Director, and to the auditor (if any) of the Company, not less than 20 Working Days before the meeting, but with the consent of 75% of Shareholders entitled to attend and vote at a meeting, it may be convened by such shorter notice and in such manner as those Shareholders agree.

7.2 Contents of notice:

A notice of meeting shall state:

the nature of the business to be transacted at the meeting in sufficient detail to enable a Shareholder to form a reasoned judgment in relation to it; and

the text of any Special Resolution to be submitted to the meeting.

7.3 Waiver of notice irregularity:

An irregularity in a notice of a meeting is waived if all the Shareholders entitled to attend and vote at the meeting attend the meeting without protest as to the irregularity, or if all such Shareholders agree to the waiver.

7.4 Accidental omission of notice:

The accidental omission to give notice of a meeting to, or the failure to receive notice of a meeting by, any person, does not invalidate the proceedings at that meeting.

7.5 Notice of adjourned meeting:

If a meeting of Shareholders is adjourned for less than 30 days notice of the time and place of the adjourned meeting may be given by announcement at the meeting which is adjourned, and may be given in the manner required by **clause 7.1** to Shareholders who are not present at the meeting which is adjourned except that there will be no requirement that notice be given not less than 20 Working Days (or any other period) before the meeting. In any other case, notice of the adjourned meeting shall be given in accordance with **clause 7.1**.

8 PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

8.1 Requirement for quorum:

Subject to **clause 8.3**, no business may be transacted at a meeting of Shareholders if a quorum is not present.

8.2 Quorum:

Subject to **clause 8.3**, a quorum for a meeting of Shareholders is 60%, by number of Shareholders, of the Shareholders present in person or by Representative.

8.3 Lack of quorum:

If a quorum is not present within 30 minutes after the time appointed for the meeting:

in the case of a meeting called by the Board on the written request of Shareholders entitled to exercise that right, the meeting is dissolved;

in the case of any other meeting, the meeting is adjourned to the same day in the following week at the same time and place, or to such other date, time and place as the Board may appoint and, if at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting, the Shareholders or their Representatives present are a quorum.

8.4 Regulation of procedure:

Subject to the provisions of the Act, and except as provided in this Constitution, a meeting of Shareholders may regulate its own procedure.

8.5 Adjournment of meeting:

The Chairperson may, with the consent of a meeting at which a quorum is present (and shall, if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business may be transacted at an adjourned meeting other than the business left unfinished at the relevant meeting.

9 CHAIRPERSON OF MEETINGS OF SHAREHOLDERS

9.1 Chairperson:

The chairperson of the Board, if he or she is present at a meeting of Shareholders, shall chair the meeting, unless or except to the extent that the chairperson considers it not proper or desirable to act as chairperson, either in relation to the entire meeting or in relation to any particular business to be considered at the meeting.

9.2 Directors may appoint chairperson:

If no chairperson or deputy chairperson of the Board has been elected or if, at any meeting of Shareholders, the chairperson and deputy chairperson of the Board is not present within 15 minutes after the time appointed for the commencement of the meeting, or the chairperson and deputy chairperson considers it not proper or desirable to act as chairperson, either in relation to the entire meeting or in relation to any particular business to be considered at the meeting, the Directors present may elect one of their number to chair the meeting or that part of the meeting which relates to the particular business, as the case may require.

9.3 Shareholders may appoint chairperson:

If at any meeting of Shareholders no Director is willing to act as chairperson or no Director is present within 15 minutes after the time appointed for the commencement of the meeting, the Shareholders present may choose one of their number to chair the meeting.

10 VOTING AT MEETINGS OF SHAREHOLDERS

10.1 Voting at meeting in one place:

In the case of a meeting of Shareholders held under **clause 5.1(a),** unless a poll is demanded in accordance with **clause 11.1**, the chairperson of the meeting shall determine whether voting will be by voice, by show of hands or ballot subject to the requirements of **clause 17.3**, **clause 17.7** and **clause 17.9** which require voting by Shareholders by ballot for the appointment of Directors unless a poll is demanded in accordance with **clause 11.1**.

10.2 Voting at audio/visual meeting:

In the case of a meeting of Shareholders held under **clause 5.1 (b)**, unless a poll is demanded in accordance with **clause 11.1**, voting at the meeting shall be by the Shareholders signifying individually their assent or dissent by voice.

10.3 Entitlement to vote:

A Shareholder may exercise the right to vote either in person or by Representative.

10.4 Number of votes:

Subject to **clause 10.7** and to any rights or restrictions for the time being attached to any class of shares:

ordinarily voting is by show of hands or by voice. Subject to **clause 10.4(b)** and **clause 11.1**, every Shareholder present in person or by Representative has one vote **provided always** that in the interests of equity between Shareholders, Shareholders must take into account when exercising their vote that individual Shareholders may be the Proprietors of a number of Catholic integrated schools.

on a poll as demanded in terms of **clause 11.1** every Shareholder present in person or by Representative shall have one vote for every four or fewer than four Catholic integrated schools of which that Shareholder is the Proprietor. If the number of Catholic integrated schools owned by the Shareholder is more than four and is not wholly divisible by four then the remainder shall entitle the Proprietor to one additional vote.

By way of illustration:

a Shareholder who is the Proprietor of four or fewer than four Catholic integrated schools shall have one vote; and a Shareholder who is the Proprietor of five Catholic integrated schools shall have two votes;

Schedule 1 to this Constitution sets out the names of the Shareholders, the name and number of schools of which each Shareholder is the Proprietor and the number of votes to which each Shareholder on a demand for a poll is entitled to as at the date of this Constitution. Following a change in shareholding **Schedule 1** must be amended as required in accordance with **clause 4.8**.

10.5 Declaration by chairperson:

A declaration by the chairperson of a meeting that a resolution is carried by the requisite majority is conclusive evidence of that fact unless a poll is demanded in accordance with **clause 11.1**.

Chairperson's casting vote: The chairperson of a meeting of Shareholders is not entitled to a casting vote.

10.6 No vote when amount owing on share:

A Shareholder is not entitled to vote at any meeting of Shareholders (including a meeting of an Interest Group) in respect of any share if any amount is due and payable on that share by the Shareholder to the Company.

10.7 Minutes of meeting of Shareholders:

The Board must ensure that full and accurate minutes are kept of all proceedings at meetings of Shareholders. Minutes which have been signed correct by the Chairperson of the meeting are prima facie evidence of the proceedings.

11 POLLS

11.1 Right to demand poll:

At a meeting of Shareholders a poll may be demanded by:

the chairperson; or

not less than three Shareholders having the right to vote at the meeting when a poll has been demanded; or

a Shareholder or Shareholders representing not less than 10% of the total voting rights of all Shareholders having the right to vote at the meeting when a poll has been demanded.

11.2 When poll may be demanded:

A poll may be demanded either before or after the vote is taken on a resolution. The demand for a poll may be withdrawn.

11.3 Poll procedure:

A poll shall be taken in such manner as the chairperson directs and the result of a poll is deemed to be a resolution of the meeting at which the poll is demanded.

11.4 When poll taken:

A poll demanded on the election of a chairperson of a meeting or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken at such time as the chairperson directs and any business, other than that upon which a poll is demanded, may proceed pending the taking of the poll.

11.5 Votes:

On a poll:

votes may be given either personally or by Representative;

votes calculated in accordance with **clause 10.4(b)** shall be counted according to the votes attached to the shares of each Shareholder present in person or by Representative and voting in respect of those shares;

a Shareholder need not cast all the votes to which the Shareholder is entitled and need not exercise in the same way all of the votes which the Shareholder casts.

12 PROXIES

12.1 Right to appoint:

A Shareholder may appoint a proxy to vote on behalf of the Shareholder at a meeting of Shareholders. The proxy is entitled to attend and be heard at the meeting and to demand or join in demanding a poll, as if the proxy were the Shareholder.

12.2 Notice of appointment:

A proxy shall be appointed by written notice signed by the appointing Shareholder and the notice shall state whether the appointment is for a particular meeting or for a specified term not exceeding 12 months.

12.3 Production of notice:

No appointment of a proxy is effective in relation to a meeting unless a copy of the notice of appointment is produced not later than the start of the meeting.

12.4 Validity of proxy vote:

A vote given in accordance with the terms of a notice of appointment of a proxy is valid notwithstanding the previous death or mental disorder of the principal, the revocation of the appointment or of the authority under which the notice of appointment was executed, or the transfer of the share in respect of which the proxy is appointed, if no written notification of such death, mental disorder, revocation, or transfer is received by the Company at its registered office before the commencement of the meeting or adjourned meeting for which the proxy is appointed.

13 CORPORATE REPRESENTATIVE

13.1 Appointment of Representative:

A corporation which is a Shareholder may appoint a person to attend a meeting of Shareholders on its behalf in the same manner as that in which it could appoint a proxy.

14 SHAREHOLDER PROPOSALS AND MANAGEMENT REVIEW

14.1 Shareholder proposals:

A Shareholder may give written notice to the Board of a matter which the Shareholder proposes to raise for discussion or resolution at the next meeting of Shareholders at which the Shareholder is entitled to vote. The provisions of clause 9 of the first schedule to the Act apply to any notice given pursuant to this clause.

14.2 Management review by Shareholders:

The chairperson of a meeting of Shareholders shall allow a reasonable opportunity for Shareholders at the meeting to question, discuss, or comment on the management of the Company. The Shareholders may pass a resolution relating to the management of the Company at that meeting. If the resolution is expressed as binding it shall be binding on the Board. If the resolution is expressed as non-binding, it shall not be binding on the Company or the Board.

14.3 Board may refer determination to Shareholders:

The Board may refer any matter arising out of the business of the Company to the Shareholders for determination by Shareholders resolution.

15 SHAREHOLDERS COSTS

15.1 Shareholders to share costs:

Any costs which are incurred in the conducting of the business of the Company shall be shared by Shareholders on a pro-rata basis related to the number of students in each Shareholder's integrated school or schools as specified in **Schedule 1** in the previous year, using the same basis as the Crown uses to deliver its quarterly maintenance payments to Shareholders as Proprietors.

16 ESTABLISHMENT OF SHAREHOLDERS ADVISORY COMMITTEES

16.1 Advisory committees of Shareholders:

Shareholders may at any time appoint advisory committees from amongst the Shareholders or persons co-opted by the Shareholders and the Shareholders may prescribe the functions and terms of reference of any such committees

Clause 16 was substituted by Shareholders Resolution 18 May 2006

17 DIRECTORS APPOINTMENT ROTATION AND REMOVAL

17.1 Number of Directors:

The number of Directors shall be not less than five (5) and not more than ten (10) **provided that** there must always be two (2) Directors appointed by the New Zealand Catholic Bishops Conference in accordance with **clause 17.2**.

17.2 Appointment of Directors by Catholic Bishops:

The New Zealand Catholic Bishops Conference, established in accordance with Canon Law shall be entitled to appoint two of the members of the Conference or their nominee as Directors. The New Zealand Catholic Bishops Conference acting through its President or Vice-President may remove a person appointed as a Director in terms of this sub-clause and appoint a new Director as follows:

The New Zealand Catholic Bishops Conference may remove a person or persons who it it has appointed as a Director by written notice to that Director or Directors. A copy of that notice shall be sent to the Board such notice to be effective at the time when it is received unless a later time is specified in the notice;

The New Zealand Catholic Bishops Conference may appoint a replacing Director or Directors by notice in writing to the Board such notice to be effective at the time when it is received unless a later time is specified in the notice;

17.3 Qualifications of Directors:

Subject to the appointment of the Directors by the New Zealand Catholic Bishops Conference in accordance with clause 17.2 the other Directors shall be persons who in the opinion of the Shareholders have suitable qualifications, expertise and experience. The Shareholders in assessing suitable qualifications, expertise and experience of persons nominated for appointment as Directors may take into account geographical representation of Directors and other factors including the size and number of integrated schools owned by a shareholder or group of shareholders.

17.4 Appointment of Directors by Shareholders:

Subject to **clauses 17.1 and 17.2** and the qualifications required by the Directors to be appointed by Shareholders in accordance with **clause 17.3,** a person may be appointed as a Director at any time by special resolution of the Shareholders voting by ballot unless a poll is demanded in accordance with **clause 11.1**. The special resolution of Shareholders for the appointment of a director shall be for the appointment of one director subject to requirements of **clause 17.7** which details the procedure required for a single resolution for the appointment of two or more Directors.

17.5 Rotation of Directors:

At the annual meeting of the Company in each year , one third of the Directors appointed by the Shareholders in accordance with **clause 17.4**, or if their number is not a multiple of three then the number nearest to one third, shall retire from office. The Directors to retire shall be those who have been longest in office since their last election. If two or more of those Directors were last elected on the same day, the Directors to retire shall (unless they otherwise agree among themselves) be determined by lot. The Board not less than three months prior to the Annual Meeting shall advise Shareholders of the names of the Directors who are to retire by rotation. A retiring Director is eligible for re-election.

17.6 Nomination of Directors:

Except as permitted by **clause 17.2**, no person may be elected as a Director at the annual meeting or special meeting of Shareholders unless, not less than two months before the meeting, that person has been nominated by a Shareholder entitled to attend and vote at the meeting by written notice to the Company. Notice of every valid nomination of a Director received by the Company before the closing date for nominations shall be sent by the Company to all persons entitled to attend the meeting together with, or as part of, the notice of meeting.

17.7 Restriction on multiple appointments of Directors by single resolution:

A single resolution for the appointment of two or more persons as Directors shall not be moved unless a separate resolution that it be so moved has first been passed by the meeting without any vote being cast against it but nothing in this clause or **clause 17.4** prevents the election of two or more Directors by ballot or by poll if a poll is demanded in accordance with **clause 11.1**.

17.8 No shareholding qualification:

A Director is not required to hold shares.

17.9 Chairperson of the Board and deputy chairperson:

The chairperson and deputy chairperson of the Board shall be appointed for a fixed term by special resolution of the Shareholders. Whenever a vacancy in the office of chairperson and deputy chairperson arises the Shareholders by special resolution shall fill the vacancy. Voting by Shareholders for the appointment of chairperson and deputy chairperson shall be by ballot unless a poll is demanded in accordance with **clause 11.1.**

17.10 No alternate Directors:

Directors shall not have the power to appoint an alternate Director in the Director's place either generally or in respect of a specified meeting or meetings.

17.11 Appointment by Board on Casual Vacancy:

Subject to **clauses 17.1** and **17.2** and the qualifications required by Directors in **clause 17.3** the Board may at any time appoint a person to be a Director to fill a casual vacancy in respect of the Directors appointed by Shareholders in accordance with **clause 17.4**. Any Director appointed under this clause may hold office only until the next annual meeting of the Company but is eligible for re-election at that meeting.

17.12 Appointment of Additional Directors:

subject to **clause 17.1**, but in addition to the Board's power of casual vacancy appointment under **clause 17.11**, the Board may at any time appoint up to two persons as Directors to provide for such additional experience, expertise or qualification as the Board thinks desirable having regard to the current or future needs of the Company. Any person appointed as a Director under this clause may hold office only until the next annual meeting of the Company but is eligible:

for election at that annual meeting or;

for reappointment under this **clause 17.12** after that annual meeting.

17.13 Vacation of office:

A Director ceases to be a Director if he or she:

being a Director appointed by the Shareholders in accordance with **clause 17.4** or appointed by the Board on a casual vacancy in accordance with **clause 17.11** or as an Director in accordance with **clause 17.12** is removed from office by a special resolution of Shareholders; or

dies, or becomes mentally disordered or subject to a property order or personal order made under the Protection of Personal and Property Rights Act 1988; or

resigns by written notice delivered to the Company at its address for service or at its registered office (such notice to be effective at the time when it is so received unless a later time is specified in the notice); or

becomes disqualified from being a Director pursuant to the Act; or

becomes disqualified from being an Officer under the Charities Act 2005; or

becomes bankrupt or makes an arrangement or composition with his or her creditors generally; or

has for more than six months been absent without approval of the Board from meetings of the Board held during that period.

Clause 17 was substituted by Shareholders Resolution 9 May 2013 Clause 17 was updated by Shareholders Resolution 25 May 2022

18 POWERS AND DUTIES OF THE BOARD

18.1 Board to oversee management of Company:

Subject to the Act and this Constitution:

The business and affairs of the Company must be managed by or under the direction or supervision of the Board.

The Board has, and may exercise, all the powers necessary for managing, and for directing and supervising the management of, the business and affairs of the Company except to the extent that this Constitution or the Act expressly requires those powers to be exercised by the Shareholders.

The Board will implement management systems to ensure that:

all money payable to the Company is properly collected;

all money expended by the Company is properly expended and properly authorised;

adequate control is maintained over assets owned by or in the custody of the Company;

all liabilities incurred by the Company are properly authorised;

operations are conducted with efficiency and economy and avoidance of waste and extravagance;

appropriate budgeting and accounting systems are developed and maintained; and

appropriate internal audit controls are developed and maintained.

18.2 Directors to act in good faith

A Director, when exercising powers or performing duties, must act in good faith and in what the Director believes to be the best interests of the Company.

18.3 Exercise of powers in relation to employees:

Nothing in **clause 18.2** limits the power of a Director to make reasonable provision for the benefit of employees of the Company in connection with the Company ceasing to carry on the whole or part of its business.

18.4 Powers to be exercised for proper purpose*:*

A Director must exercise a power for a proper purpose.

18.5 Directors to comply with Act and Constitution:

A Director must not act, or agree to the Company acting, in a manner that contravenes the Act or this Constitution.

18.6 Reckless trading:

A Director must not:

Agree to the business of the Company being carried on in a manner likely to create a substantial risk of serious loss to the Company's creditors; or

Cause or allow the business of the Company to be carried on in a manner likely to create a substantial risk of serious loss to the Company's creditors.

18.7 Duty in relation to obligations:

A Director must not agree to the Company incurring an obligation unless the Director believes at that time on reasonable grounds that the Company will be able to perform the obligation when it is required to do so.

18.8 Directors duty of care:

A Director, when exercising powers or performing duties as a Director must exercise the care, diligence, and skill that a reasonable Director would exercise in the same circumstances taking into account, but without limitation:

The nature of the Company; and

The nature of the decision; and

The position of the Director and the nature of the responsibilities undertaken by him or her.

18.9 Directors use of information and advice:

A Director, when exercising powers of performing duties as a Director may rely on reports, statements, and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:

An employee of the Company whom the Director believes on reasonable grounds to be reliable and competent in relation to the matters concerned;

A professional adviser or expert in relation to matters which the Director believes on reasonable grounds to be within the person's professional or expert competence;

Any other Director or committee of Directors upon which the Director did not serve in relation to matters within the Director's or committee's designated authority.

Clause 18.9 applies to a Director only if the Director:

Acts in good faith; and

Makes proper inquiry where the need for inquiry is indicated by the circumstances; and

Has no knowledge that such reliance is unwarranted.

18.10 Chief Executive Officer:

The Board may from time to time appoint a Chief Executive Officer on such terms and conditions as it thinks fit.

19 PROCEEDINGS OF THE BOARD

19.1 Procedure at meetings of Board:

Except as provided in this section, the Board may regulate its own procedure.

19.2 Summoning Directors meetings:

The Chairperson or any two Directors may convene a meeting of the Board.

19.3 Quorum of Directors

At a meeting of the Board one half of the number of Directors shall constitute a quorum. No business shall be transacted at any such meeting unless a quorum is present at the time the meeting proceeds to business.

19.4 Method of meeting:

A meeting of the Directors may be held either:

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

By means of audio, or audio and visual, communication by which all Directors participating and constituting a quorum can simultaneously hear one another throughout the meeting.

19.5 Majority and casting vote:

Subject to this Constitution questions arising at a meeting of the Board shall be decided by a majority of votes of Directors present and voting and any such decision shall for all purposes be deemed a decision of the Board. In the case of an equality of votes the Chairperson of the meeting shall have a second or casting vote.

19.6 Board may act notwithstanding vacancy:

In the event of a vacancy or vacancies in the office of a Director or offices of Directors the remaining Directors may act but if the number of remaining Directors is reduced below the minimum number required by **clause 17.1** they may act only for the purpose of convening a meeting of the Shareholders.

19.7 Minutes of Directors meetings:

The Board must ensure that full and accurate minutes are kept of all proceedings at meetings of the Board. The Board will normally send to Shareholders copies or summaries of the minutes, but may withhold information that Board reasonably considers should be kept confidential to the Board.

19.8 Resolution of Directors:

A resolution in writing, signed or assented to by all Directors then entitled to receive notice of a Board meeting, is as valid and effective as if it had been passed at a meeting of the Board duly convened and held.

Any such resolution may consist of several documents (including facsimile or other similar means of communication) in like form each signed and assented to by one or more Directors.

A copy of any such resolution must be entered in the minute book of Board proceedings.

19.9 Delegation to committee of Directors:

A committee of Directors shall, in the exercise of the powers delegated to it, comply with any procedural or other requirements imposed on it by the Board. Subject to any such requirements, the provisions of this Constitution relating to proceedings of Directors apply, with appropriate modification, to meetings of a committee of Directors.

20 ESTABLISHMENT OF ADVISORY COMMITTEES

20.1 Advisory committees*:*

The Board may at any time appoint advisory committees from amongst the Directors or persons co-opted by the Board and the Board may prescribe the functions and terms of reference of any such committees.

21 TRANSACTIONS INVOLVING DIRECTORS' SELF-INTEREST

21.1 Meaning of "interested"*:*

A Director is interested in a transaction to which the Company is a party if and only if, the Director:

Is a party to, or will or may derive a material financial benefit from, the transaction; or

Has a material financial interest in another party to the transaction; or

Is a Director, officer, or trustee of another party to, or person who will or may derive a material financial benefit from the transaction, not being a party or person that is a wholly owned subsidiary of the Company: or

Is the parent, child, or spouse of another party to, or person who will or may derive a material financial benefit from the transaction: or

Is otherwise directly or indirectly materially interested in the transaction.

21.2 Meaning of "not interested":

A Director is not interested in a transaction to which the Company is a party if the transaction comprises only the giving by the Company of security to a third party which has no connection with the Director, at the request of the third party, in respect of a debt or obligation of the Company for which the Director or another person has personally assumed responsibility in whole or in part under a guarantee, indemnity, or by the deposit of a security.

21.3 Disclosure of interest:

A Director must, forthwith after becoming aware of the fact that he or she is interested in a transaction or a proposed transaction with the Company, cause to be entered in the interests register, and disclose to the Board of the Company:

if the monetary value of the Director's interest is able to be quantified, the nature and monetary value of that interest; or

if the monetary value of the Director's interest cannot be quantified, the nature and extent of that interest.

For the purposes of this clause a general notice entered in the interests register or disclosed to the Board to the effect that a Director is a Shareholder, Director, officer or trustee of another named Company or other person and is to be regarded as interested in any transaction which may, after the date of the entry or disclosure, be entered into with that Company or person, is a sufficient disclosure of interest in relation to that transaction.

21.4 Other offices with Company held by Director:

Any Director may act by himself or herself or by the Director's firm in a professional capacity for the Company, and the Director or the Director's firm will be entitled to reasonable remuneration for professional services as if the Director were not a Director. Nothing in this clause authorises a Director or the Director's firm to act as auditor to the Company.

A Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with the Director's office of Director for such period and on such terms (as to remuneration and otherwise) as the Board may determine

Other than as provided in **clause 20.1** a Director is not disqualified by virtue of his or her office from entering into any transaction with the Company and any such transaction will be valid and enforceable to the same extent if he or she were a Director and not in a fiduciary relationship with the Company.

Avoidance of transaction:

A transaction entered into by the Company in which a Director is interested may be avoided by the Company within 3 months of the transaction being disclosed to all the Shareholders (whether by means of the Company's annual report or otherwise).

A transaction cannot be avoided if the Company receives fair value under it.

Interested Director may not vote:

A Director who is interested in a transaction entered into, or to be entered into, by the Company, may not take part in any deliberations of the Directors and may not vote on a matter relating to the transaction.

A disclosure by an interested Director shall be recorded in the minutes of the meeting at which such disclosure is made. If any question shall arise at any meeting as to the materiality of a Director's interest or as to the entitlement of any Director to vote and such question is not resolved by that Director voluntarily agreeing to abstain from voting, such question shall be referred to the Chairperson and the Chairperson's ruling in relation to that Director shall be final and conclusive except in any case where the nature or extent of the interest of that Director has not been fully disclosed in which case the matter shall be dealt with by the entire Board.

22 INDEMNITY, INSURANCE AND REMUNERATION

22.1 Indemnity and insurance:

Except as provided in this clause, the Company must not indemnify, or directly or indirectly effect insurance for, a Director or employee of the Company or a related Company in respect of:

liability for any act or omission in his or her capacity as a Director or employee; or

costs incurred by that Director or employee in defending or settling any claim or proceeding relating to any such liability.

An indemnity given in breach of this clause is void.

22.2 Indemnity to a Director or employee for costs where there is acquittal or discontinuance*:*

The Board shall cause the Company to indemnify a Director or employee of the Company for any costs incurred by him or her in any proceeding:

That relates to liability for any act or omission in his or her capacity as a Director or employee; and

In which judgement is given in his or her favour, or in which he or she is acquitted, or which is discontinued.

22.3 Indemnity to a Director or employee for liability other than to Company or related Company:

The Board shall cause the Company to indemnify a Director or employee of the Company or a related Company in respect of:

Liability to any person other than the Company or a related Company for any act or omission in his or her capacity as Director or employee; or

Costs incurred by that Director or employee in defending or settling any claim or proceeding relating to any such liability; not being criminal liability or liability in respect of a breach, in the case of a Director, of the duty specified in section 131 of the Act or, in the case of an employee, of any fiduciary duty owed to the Company or related Company.

22.4 Insurance for a Director or employee*:*

The Board may cause the Company to effect insurance for a Director or employee of the Company or a related Company in respect of:

Liability, not being criminal liability, for any act or omission in his or her capacity as a Director or employee; or

Costs incurred by that Director or employee in defending or settling any claim or proceedings relating to any such liability; or

Costs incurred by that Director or employee in defending any criminal proceedings in which he or she is acquitted.

22.5 Directors' certificate*:*

The Directors who vote in favour of authorisation of insurance under **clause 21.4** must sign a certificate stating that, in their opinion, the cost of effecting the insurance is fair to the Company.

22.6 Interests register:

The Board must ensure that particulars of any indemnity given to, or insurance effected for, any Director or employee of the Company or related Company, are forthwith entered in the interests register.

23 AUTHORITY TO BIND COMPANY

23.1 Method of contracting*:*

A contract or other enforceable obligation shall be entered into by the Company as follows:

23.2 Deeds:

A deed which is to be entered into by the Company may be signed on behalf of the Company, by:

two or more Directors; or

if there is only one Director, by that Director whose signature must be witnessed; or

one or more attorneys appointed by the Company.

23.3 Other written contracts:

An obligation or contract which is required by law to be in writing, and any other written obligation or contract which is to be entered into by the Company, may be signed on behalf of the Company by a person acting under the express or implied authority of the Company.

23.4 Other obligations:

Any other obligation or contract may be entered into on behalf of the Company in writing or orally by a person acting under the express or implied authority of the Company.

24 ACCOUNTS AND RECORDS

24.1 Accounting records to be kept:

The Board must cause accounting records to be kept that;

Correctly record and explain the transactions of the Company; and

Will at any time enable the financial position of the Company to be determined with reasonable accuracy; and

Will enable the Directors to ensure that the financial statements of the Company comply with Section 10 of the Financial Reporting Act 1993 and any group financial statements comply with section 13 of that Act; and

Will enable the financial statements of the Company to be readily and properly audited.

25 NOTICES

25.1 Service:

A notice may be served by the Company on a Shareholder or Director by personal delivery or by post to the last known address of the person or by facsimile or by email.

26 REMOVAL FROM THE NEW ZEALAND SHARE REGISTER

26.1 Shareholders may apply for removal:

Subject to the provisions of Section 318 of the Act in the event that:

The Company has ceased to carry on business, has discharged in full its liabilities to all its known creditors, and has distributed its surplus assets in accordance with its Constitution and the Act; or

The Company has no surplus assets after paying its debts in full or in part, and no creditor has applied to the Court under section 241 of the Act for an order putting the Company into liquidation:

the Shareholders may in the prescribed form request the Registrar to remove the Company from the New Zealand share register.

27 LIQUIDATION

27.1 Distribution of surplus assets:

If any property remains on the winding up or dissolution of the Company and after satisfaction of all its debts and liabilities, that property may be paid to or distributed among the Shareholders in equal proportions provided they are registered charities or with the prior written approval of the Shareholders may be paid or distributed towards the charitable purposes of the Company or given or transferred to another register charity with charitable purposes similar to the charitable purposes of the Company. If the directors fail to agree upon the distribution of the surplus assets, then any director may apply to the High Court of New Zealand for a determination as to how such surplus assets should be distributed.

28 AMENDMENTS TO THE CONSTITUTION

28.1 Amendments not to alter charitable nature of Company:

This Constitution may be amended by the Shareholders provided that no amendment shall change the exclusively charitable nature of the Company.

28.2 Charitable Status:

The Company is registered as a charitable entity under the Charities Act 2005. No amendment to this Constitution is permissible that would result in the Company losing its status as a charitable entity under the Charities Act 2005 or any amendment or any statutory provision in substitution thereof.

29 RIGHTS OF APPEAL

The Company acknowledges the right of appeal to the Taxation Review Authority under the Charities Act 2005. Any Officer or Shareholder affected by a decision of the Board or Chief Executive may exercise this right in accordance with the procedures set out in the Charities Act 2005.