

# CONSTITUTION OF THE KAPITI COMMUNITY FOODBANK INCORPORATED

1. The name of the Society is **The Kapiti Community Foodbank Incorporated**.  
(Charity registration number CC26922) herein after called “The Foodbank”.

## 2. Definitions

In these **Rules**, unless the context requires otherwise, the following words and phrases have the following meanings:

- a. ‘**Act**’ means the Incorporated Societies Act 1908 or any Act which replaces it (including amendments to it from time to time), and any regulations made under the Act or under any Act which replaces it.
- b. ‘**Annual General Meeting**’ means a meeting of the **Members** of **The Foodbank** held once per year which, among other things, will receive and consider reports on **The Foodbank**’s activities and finances.
- c. ‘**Associated Person**’ means a person who:
  - may obtain a financial benefit from any matter being dealt with by any **Member** (as a **Board Member**, or in any **General Meeting**, or otherwise for **The Foodbank**) where that person is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, or first cousin of that **Member**
  - may have a financial interest in a person to whom any matter being dealt with by any **Member** (as a **Board Member**, or in any **General Meeting**, or otherwise for **The Foodbank**) relates
  - is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom any matter being dealt with by any **Member** (as a **Board Member**, or in any **General Meeting**, or otherwise for **The Foodbank**) relates
  - may be interested in the matter because **The Foodbank**’s constitution so provides, but no such **Member** shall be deemed to have any such interest: merely because that **Member** receives an indemnity, insurance cover, remuneration, or other benefits authorised under this Act; or
  - if that **Member**’s interest is the same or substantially the same as the benefit or interest of all or most other members of **The Foodbank** due to the membership of those members; or
  - if that **Member**’s interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence that **Member** in carrying out that **Member**’s responsibilities under this Act or **The Foodbank**’s constitution; or
  - if that **Member** is an officer of a union and that **Member**’s interest is merely as an employee that will benefit from the union acting in the ordinary course of promoting its members’ collective employment interests.
- d. ‘**Chair/President**’ means the **Board Member** responsible for, among other things, overseeing the governance and operations of **The Foodbank** and chairing **General Meetings**.
- e. ‘**Clear Days**’ means complete days, excluding the first and last named days (for instance, excluding the date a Notice of meeting is posted or sent to **Members** and the date of the meeting).
- f. ‘**Board**’ means **The Foodbank**’s governing body.
- g. ‘**Board Member**’ means a member of the **Board**, including the **Chair/President**, **Secretary** and **Treasurer**.

- h. ‘**Deputy Chair/Vice President**’ means the **Board Member** elected or appointed to deputise in the absence of the Chair/President.
- i. **General Meeting**’ means either an **Annual General Meeting** or a **Special General Meeting of The Foodbank**.
- j. ‘**Matter**’ means (a) **The Foodbank’s** performance of its activities or exercise of its powers; or (b) an arrangement, agreement, or contract (a transaction) made or entered into, or proposed to be entered into, by **The Foodbank**.
- k. ‘**Member**’ means a person properly admitted to **The Foodbank** who has not ceased to be a member of **The Foodbank**.
- l. ‘**Notice**’ to Members includes any notice given by post, courier or email; and the failure for any reason of any Member to receive such Notice or information shall not invalidate any meeting or its proceedings or any election.
- m. ‘**Register of Interests**’ means the register of interests of **Board Members** kept under these **Rules**.
- n. ‘**Register of Members**’ means the register of **Members** kept under these **Rules**.
- o. ‘**Rules**’ means the rules in this document.
- p. ‘**Secretary**’ means the **Board Member** responsible for, among other things, keeping the **Register of Members**, the **Register of Interests**, and recording the minutes of **General Meetings** and **Board** meetings.
- q. ‘**Special General Meeting**’ means a meeting of the **Members**, other than an **Annual General Meeting**, called for a specific purpose or purposes.
- r. ‘**Treasurer**’ means the **Board Member** responsible for, among other things, overseeing the finances of **The Foodbank**.

### **3. Objectives**

**The Foodbank** is established and maintained exclusively for charitable purposes (including any purposes ancillary to those charitable purposes),

The Foodbank is a non-profit organisation formed to achieve the following objectives:

- a. They provide food parcels to those people in the southern Kapiti district who are in need of emergency assistance.
- b. Accept donations in cash or in-kind from individuals, groups, and organisations, such donations to be used primarily for the provision of essential foods and other items for those known to be in need but, some donations may also be used in the promotion of other objectives of **The Foodbank**.
- c. Educate the public in Kapiti to the extent for a Foodbank in the Kapiti district and to seek the assistance of the public in meeting those in need.
- d. Make such referrals to other welfare or support agencies as maybe necessary from time to time.
- e. Liaise with other welfare agencies, church groups, and other organisations to bring to the attention of politicians and others the effects of social policy on families and those in need.
- f. Educate support and encourage those whose circumstances render them liable to need ongoing assistance with the intention of developing self-sufficiency and independence. To carry on any other charitable objective which may seem to **The**

**Foodbank** capable of being conveniently carried on in connection with the above objectives.

g. No **Member**, or **Associated Person**, is allowed to take part in, or influence any decision made by **The Foodbank** in respect of payments to, or on behalf of, the **Member** or **Associated Person** of any income, benefit, or advantage.

h. Any payments made to a **Member** or **Associated Person** must be for goods and services that advance the charitable purpose and must be reasonable and relative to payments that would be made between unrelated parties.

The Foodbank will ensure in its activities that the principles of the Treaty of Waitangi are recognised and implemented and that the multi-cultural character of New Zealand is recognised.

#### **4. Act and Regulations**

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

#### **5. Registered Office**

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

#### **6. Power to Borrow Money.**

**The Foodbank** does have the power to borrow money.

#### **7. Other Powers**

In addition to its statutory powers, **The Foodbank**:

a. May use its funds to pay the costs and expenses to advance or carry out its purposes, and to employ or contract with such people as may be appropriate.

b. **The Foodbank** may invest in any investment in which a trustee may lawfully invest. The process for this to be: resolution and affirmative votes by at least two thirds of the Board at a Board meeting.

c. Term deposit transactions must be authorised by any two persons of the Chairman, the Treasurer and a Board member. All transactions are 'Two to sign' only.

#### **8. Membership**

**The Foodbank** shall maintain the minimum number of members required by the Act.

##### **8.1 Membership Class**

- a. **Member:** A **Member** is an individual or body corporate admitted to membership under these **Rules** and who or which has not ceased to be a **Member**.
- b. **Life Member:** A **Life Member** is a person honoured for highly valued services to **The Foodbank** elected as a **Life Member** by resolution of a **General Meeting** passed by a select one majority of those **Members** present and voting. A **Life Member** shall have all the rights and privileges of a **Member** and

- c. shall be subject to all the same duties as a **Member**, except those of paying subscriptions.
- d. **Honorary Member:** An Honorary **Member** is a person honoured for services to **The Foodbank** or in an associated field elected as an Honorary **Member** by resolution of a **General Meeting** passed by a select one majority of those present and voting. An Honorary **Member** has no membership rights, privileges or duties.
- e. Every applicant for membership must consent in writing to becoming a **Member**. (**Schedule 1. Member Application form**).
- e. The **Board** may accept or decline an application for membership. The **Board** must advise the applicant of its decision (but is not required to provide reasons for that decision).

## 8.2 Membership Obligations.

- a. Every **Member** shall provide **The Foodbank** with that **Member**'s name and contact details (including postal address, telephone number(s), and any email address) and promptly advise **The Foodbank** of any changes to those details. Membership does not confer on any **Member** any right, title, or interest (legal or equitable) in the property of **The Foodbank**. Any annual subscription and any other fees for membership for the then current financial year shall be set by resolution of a **General Meeting** (which can also decide that payment be made by periodic instalments). Any **Member** failing to pay the set annual subscription (including any periodic payment), any levy, or any capitation fees, within one calendar month(s) of the date the same was due for payment shall be considered as not financial and shall (without being released from the obligation of payment) have no membership rights and shall not be entitled to participate in any **The Foodbank** activity or to access or use **The Foodbank**'s premises, facilities, equipment and other property until all the arrears are paid. If such arrears are not paid within two months of the due date for payment of the subscription, any other fees, or levy the **Board** may terminate the **Member**'s membership (without being required to give prior notice to that **Member**).
- b. All **Members** (including **Board Members**) shall promote the interests and purposes of **The Foodbank** and shall do nothing to bring **The Foodbank** into disrepute.

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

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

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

## 8.3 Eligibility for Membership of the Foodbank is open to:

- I. welfare organisations

- II. religious organisations
- III. Service clubs
- IV. Government agencies e.g. local authority agencies

whose principal roles welfare or social services and provided that such organisations service clubs government agencies or local authority agencies have first been approved by the **Board** may become members by application form with two supporters. Applications to be voted on by the **Board** at a general meeting and notification sent to the applicant organisation.

Also other organisations or individuals who support the objectives of **The Foodbank** and are approved by the **Board** may become members by application form with two supporters. Applications to be voted on by the **Board** at a general meeting and notification sent to the applicant.

#### **8.4 Termination of Membership:**

Membership terminates if the member:

- a. Dies, resigns by giving notice, or the Foodbank closes or is liquidated.
- b. is expelled by the **Board** due to improper conduct after the following procedure:

Any person or organisation may make a complaint to the **Board** that the conduct of any member of the Foodbank is or has been injurious to the character of the Foodbank every such complaint will be in writing and addressed to the secretary.

If the **Board** considers that there is sufficient substance in the complaint they will invite the member to attend a special meeting of the **Board** to discuss the complaint. The member will be advised that they may invite a support person at such a meeting.

The **Board** will give the member at least seven days written notice of the meeting. The notice will inform the member of the details of the complaint so that the member can offer explanation of the incident. If the **Board** is not satisfied with the member's explanation the **Board** may expel the member from the membership of the Foodbank.

If the **Board** decides to expel the member from the membership of the Foodbank, they will advise the member formally and in writing. A member who has been expelled may be considered for re-application by the **Board** in the future using an application process determined by a general meeting.

#### **8.5 Cessation of membership obligations**

A **Member** who resigns or whose membership is terminated under the above **Rules**:

- Remains liable to pay all subscriptions and other fees to **The Foodbank**'s next balance date,
- Shall cease to hold himself or herself out as a **Member of The Foodbank** and
- Shall return to **The Foodbank** all material provided to **Members** by **The Foodbank** (including any membership certificate, badges, handbooks and manuals).
- Shall cease to be entitled to any of the rights of a **The Foodbank Member**.

## **9. ANNUAL GENERAL MEETINGS**

- a.** The **Annual General Meeting** must be held within the first six months of the financial year on a day set by the **Board**. At least one month's notice must be given for any **Annual General Meeting**.
- b.** Notice will be given to members at the current address of such members recorded in the register of members. It will be the responsibility of the members to keep the office of **The Foodbank** informed of their contact details.
- c.** The **Annual General Meeting** will carry out the following business:
  - I.** Receive the minutes of the previous **Annual General Meeting** and of any other **General Meeting** held since the last **Annual General Meeting**.
  - II.** Receive and adopt the Board's report on the activities of **The Foodbank** over the last year and the proposed priorities and directions for **The Foodbank** for the current year.
  - III.** Receive and adopt the balance sheet and statement of income and expenditure for the past year in the same format as required by the Incorporation Society's Act.
  - IV.** Elect officers, and other ordinary members of the **Board** for the Foodbank article (6).
  - V.** Appoint a Reviewer of **The Foodbank's** accounts.
  - VI.** Conduct any other business which may properly be brought before the meeting.
  - VII.** Set any subscriptions for the following year.
- d.** **Conflicts of Interest record:** A record must be provided at the meeting of any disclosures of conflicts of interest made by **Board Members** during that period (including a brief summary of the matters, or types of matters, to which those disclosures relate).

## **10. SPECIAL GENERAL MEETINGS**

- 10.1** The **Board** at any time may call a **special general meeting by resolution**. Only the business specified in the notice calling the meeting including amendments and further motions on the same business shall be dealt with at that meeting.
- 10.2** The **Board** must call a **special general meeting** to be held within four weeks following the presentation of a request for a Special meeting. The petition must be signed by at least two thirds of the membership and state the business for the meeting in motion form.

### **10.3 Procedure for Special General Meetings:**

- a.** The **Board** shall give all **Members** at least 7 **Clear Days'** Notice of any Special **General Meeting** and of the business to be conducted at that **Special General Meeting**.
- b.** The **General Meeting** and its business will not be invalidated simply because one or more **Members** do not receive the **Notice**.
- c.** All financial **Members** may attend, speak and vote at Special **General Meetings**:
  - I.** in person, or;
  - II.** by a signed original written proxy (an email or copy not being acceptable) in favour of some individual entitled to be present at the meeting and received by, or handed to, the **Secretary** before the commencement of the Special **General Meeting**.

III. No other proxy voting shall be permitted.

**10.3** No Special **General Meeting** may be held unless at least 60% eligible financial **Members** attend. This will constitute a quorum.

If, within half an hour after the time appointed for a meeting a quorum is not present, the meeting – if convened upon request of **Members** – shall be dissolved; in any other case it shall stand adjourned to a day, time and place determined by the **Chair/President** of **The Foodbank**, and if at such adjourned meeting a quorum is not present those present in person or by proxy shall be deemed to constitute a sufficient quorum. Any decisions made when a quorum is not present are not valid.

**10.4** All Special **General Meetings** shall be chaired by the **Chair/President**. If the **Chair/President** is absent, the Deputy or Vice **Chair/President** shall chair that meeting.

Any person chairing a Special **General Meeting** has a deliberative and, in the event of a tied vote, a casting vote.

Any person chairing a Special **General Meeting** may with the consent of any that Special **General Meeting** adjourn the Special **General Meeting** from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

**10.5** During a Special General Meeting, motions to remove a person from office and to make Constitutional amendments are only carried by two thirds vote any other motion is carried by a majority vote.

**10.6** Any decisions of the **Board** may be changed or repealed by a **Special General Meeting**.

**10.7** Minutes must be kept by the Secretary of all **Special General Meetings**.

## **11. The Board**

### **11.1 Membership**

**The Board will consist of seven** and no more than **nine elected Board Members** who are:

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

**The Board will include:**

- a **Chair/President**,
- a **Deputy Chair/Vice President**,
- a **Secretary** and a **Treasurer**, who may be the same person, and five other **Board Members**.

- Prior to election or appointment, every **Board Member** must consent in writing to be a **Board Member** and certify in writing that they are not disqualified from being appointed or holding office as a **Board Member** by these **Rules** or the **Act**.
- A **Board Member** shall be deemed to have ceased to be a **Board Member** if that person ceases to be a **Member**.

Each **Board Member** shall within seven **Clear Days** of submitting a resignation or ceasing to hold office, deliver to the **Secretary** all books, papers and other property of **The Foodbank** held by such former **Board Member**.

c. The following persons are disqualified from being appointed or holding office as a **Board Member**:

- I. a person who is under 16 years of age,
- II. a person who is an undischarged bankrupt,
- III. a person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Financial Markets Conduct Act 2013, or the Takeovers Act 1993,
- IV. a person who is disqualified from being a member of the **Board** of a charitable entity under section 31(4)(b) of the Charities Act 2005,
- V. a person who has been convicted of any of the following, and has been sentenced for the offence, within the last 7 years:
  - a) an offence under subpart 6 of Part 4,
  - b) a crime involving dishonesty (within the meaning of section 2(1) of The Crimes Act 1961),
  - c) an offence under section 143B of the Tax Administration Act 1994,
  - d) an offence, in a country other than New Zealand, that is substantial similar to an offence specified in subparagraphs (i) to (iii),
  - e) a money laundering offence or an offence relating to the financing of terrorism, whether in New Zealand or elsewhere,

**A person subject to:**

- a) an order under section 108 of the Credit Contracts and Consumer Finance Act 2003; or
- b) a forfeiture order under the Criminal Proceeds (Recovery) Act 2009; or
- c) a property order made under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act.

**Any person who is disqualified from being a member of the Board of a charitable entity under section 16 of the Charities Act 2005.**

## 11.2 Election

**The election of Board Members shall be conducted as follows:**

- a. **Board Members** shall be elected during **Annual General Meetings**. However, if a vacancy in the position of any **Board Member** occurs between **Annual General Meetings**, that vacancy shall be filled by resolution of the **Board** (and any such appointee must, before appointment, supply a signed consent to appointment and a certificate that the nominee is not disqualified from being appointed or holding office as a **Board Member** by these **Rules** or the **Act**).
- b. Members of the **Board** will retire at each **Annual General Meeting** but will be eligible for re-election at the same and subsequent meetings. Newly elected members will take office immediately upon their election.
- c. A candidate's written nomination (Schedule 2 Board Member Nomination Form), accompanied by the written consent of the nominee (who must be a financial member) with a certificate that the nominee is not disqualified from being appointed or holding office as a **Board Member** by these **Rules** or the **Act**, shall be received by the **Secretary** at least 21 **Clear Days** before the date of the **Annual General Meeting**. If there are insufficient valid nominations received,

further nominations may be received from the floor at the **Annual General Meeting**.

- d. Votes shall be cast in such a manner as the person chairing the Meeting determines. In the event of any vote being tied, the tie shall be resolved by the incoming **Board** (excluding those in respect of whom the votes are tied).
- e. Two **Members** (who are not nominees) or non-**Members** appointed by the **Chair/President** shall act as scrutineers for the counting of the votes and destruction of any voting papers.
- f. The failure for any reason of any financial **Member** to receive such **Notice** shall not invalidate the election.
- g. In the event of any vote being tied, the tie shall be resolved by the incoming **Board** (excluding those in respect of whom the votes are tied).
- h. Any member of the Foodbank is entitled to examine the membership role.
- i. Each member is entitled to cast one vote. A person may represent more than one member and may vote on behalf of each member if prior written permission has been received and tabled.
- j. If there is only one nomination for a position then the vote for the appointment maybe put to the meeting provided that if at least three members object then a secret ballot must be held.
- k. When any member believes an election was not conducted in accordance with the provisions contained in this article the member may, within five days of the election petition for a **Special General Meeting** to enquire into the conduct of the election. This **Special General Meeting** has the power to annul an election for any and all positions, and to call for new elections to be held between 14 and 28 days of the **Special General Meeting**, and may appoint interim **Board** members.

### 11.3 Term of Office

The **Board** holds office from the time they are elected until the next election. Elections are held in accordance with 12.2 Election.

#### a. Removal of a Board Member

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

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

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

**b. Resignation**

A Board Member may resign from a **Board** position by giving five days written notice the resignation becomes effective upon receipt by the Secretary. A **Board Member** shall be deemed to have ceased to be a **Board Member** if that person ceases to be a **Member of The Foodbank**

**c. Functions of the Board**

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

#### **11.4 Officers Duties**

**At all times each Board Member:**

- a. shall act in good faith and in what he or she believes to be the best interests of **The Foodbank**,
- b. must exercise all powers for a proper purpose,
- c. must not act, or agree to **The Foodbank** acting, in a manner that contravenes the Statute or this Constitution,
- d. when exercising powers or performing duties as a **Board Member**, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances taking into account, but without limitation, the nature of **The Foodbank**, the nature of the decision, and the position of the **Board Member** and the nature of the responsibilities undertaken by him or her,
- e. must not agree to the activities of **The Foodbank** being carried on in a manner likely to create a substantial risk of serious loss to **The Foodbank** or to **The Foodbank's** creditors, or cause or allow the activities of **The Foodbank** to be carried on in a manner likely to create a substantial risk of serious loss to **The Foodbank** or to **The Foodbank's** creditors, and must not agree to **The Foodbank** incurring an obligation unless he or she believes at that time on reasonable grounds that **The Foodbank** will be able to perform the obligation when it is required to do so. The Chairperson is responsible for coordinating the management of **The Foodbank** and chairs the **Board** General meetings.
- f. The Secretary issues any notice that is required and keeps a record of all meetings the Secretary must keep all records required by the **Board** the Secretary is responsible for all records statements notices and actions required of **The Foodbank** by the Incorporated Societies Act.
- g. The Treasurer monitors **The Foodbank's** financial position, keeps the accounting records prepares the financial statements and complies with any financial reporting requirements

#### **11.5 Powers of the Board**

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

- exercise all **The Foodbank's** powers, other than those required by the **Act** or by these **Rules** to be exercised by **The Foodbank** in **General Meeting**, and

- enter into contracts on behalf of the **Foodbank** or delegate such power to a **Board Member**, sub-committee, employee, or other person.

**Such powers may include:**

- To purchase lease hire or otherwise acquire any real or personal property needed for the work of **The Foodbank**.
- To let out or hire out or otherwise dispose of or deal with any property or assets of **The Foodbank**.
- To open and close bank accounts borrow money and give as security any properties of **The Foodbank**.
- To appoint officers assistance and other servants whether honorary or otherwise and upon such terms and conditions and such remuneration as the **Board** think fit and from time to time remove and replace any person as appointed and
- To obtain and pay for professional and other advice and services. Any payments to members shall be reasonable and relative to that which would be paid on the open market.
- To appoint subcommittees as the **Board** from time to time deem expedient for carrying out the objectives. Members of any subcommittee need not necessarily be members of **The Foodbank**.

## 11.6 Conflicts of Interest

A member of the **Board** and/or of a sub-committee is interested in a matter if the member of the **Board** and/or sub-committee:

- may obtain a financial benefit from the matter; or
- is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, or first cousin of a person who may obtain a financial benefit from the matter; or
- may have a financial interest in a person to whom the matter relates; or
- is a partner, director, member of the **Board** and/or sub-committee, board member, or trustee of a person who may have a financial interest in a person to whom the matter relates.

**However, if a member of the Board and/or sub-committee is not interested in a matter:**

- merely because the member of the **Board** and/or sub-committee receives An indemnity, insurance cover, remuneration, or other benefits authorised under the **Act**; or
- if the member of the **Board's** and/or sub-committee's interest is the same or substantially the same as the benefit or interest of all or most other **Members** due to the membership of those **Members**; or
- if the member of the **Board's** and/or sub-committee's interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the member of the **Board** in carrying out the member of the **Board's** and/or sub-committee's responsibilities under the **Act** or the **Rules**; or
- if the member of the **Board** and/or sub-committee is a member of the committee of a union and the member of the **Board's** and/or sub-committee's interest is merely as an employee that will benefit from the union acting in the ordinary course of promoting its members' collective employment interests.

A member of the **Board** and/or sub-committee who is interested in a matter relating to **The Foodbank** must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified)

- a. to the **Board** and/or sub-committee; and
- b. In an interests register kept by the **Board**.

Disclosure must be made as soon as practicable after the member of the **Board** and/or sub-committee becomes aware that they are interested in the matter.

A member of the **Board** and/or sub-committee who is interested in a matter:

- a. must not vote or take part in the decision of the **Board** and/or sub-committee relating to the matter; and
- b. must not sign any document relating to the entry into a transaction or the initiation of the matter; but
- c. may take part in any discussion of the **Board** and/or sub-committee relating to the matter and be present at the time of the decision of the **Board** and/or sub-committee (unless the **Board** and/or sub-committee decides otherwise).

However a member of the **Board** and/or sub-committee who is prevented from voting on a matter may still be counted for the purpose of determining whether there is a quorum at any meeting at which the matter is considered.

Where 50 per cent or more of **Board Members** are prevented from voting on a matter because they are interested in that matter, a **Special General Meeting** must be called to consider and determine the matter, unless all non-interested members agree otherwise, and where 50 per cent or more of the members of a sub-committee are prevented from voting on a matter because they are interested in that matter, the **Board** shall consider and determine the matter.

**The Secretary shall at all times maintain an up-to-date register of the interests disclosed by Board Members.**

### **11.7 Frequency of Board Committee Meetings**

The **Board** shall meet monthly (a minimum of ten (10) meetings per year) at such times and places and in such manner (including by audio, audio and visual, or electronic communication) as it may determine and otherwise where and as convened by the **Chair/President or Secretary**.

The meeting of the **Board** maybe called by the chairperson or any two **Board** members.

**At least seven days notice must be given before any Board meeting.**

### **11.8 Quorum**

**The Quorum will be at least five (5) Board members.**

### **11.9 Register of Members**

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

- a. The information contained in the **Register of Members** shall include each **Member**'s:
  - postal address
  - phone number (landline and/or mobile)
  - email address (if any)
  - the date the **Member** became a **Member**,
  - whether the **Member** is financial or un-financial

Every **Member** shall promptly advise the **Secretary** of any change of their contact details.

- b.** Access to the Register of Members - With reasonable notice and at reasonable times, the **Secretary** shall make the **Register of Members** available for inspection by **Members** and **Board Members**. However, no access will be given to information on the **Register of Members** to **Members** or any other person, other than as required by law.
- c.** Any **Member** may at any time make a written request to **The Foodbank** for information held by **The Foodbank**. The request must specify the information sought in sufficient detail to enable the information to be identified.

**11.9.2** **The Foodbank** must, within a reasonable time after receiving a request:

- a.** provide the information, or
- b.** agree to provide the information within a specified period, or
- c.** agree to provide the information within a specified period if the **Member** pays a reasonable charge to **The Foodbank** (which must be specified and explained) to meet the cost of providing the information, or
- d.** refuse to provide the information, specifying the reasons for the refusal.

**11.9.3** Without limiting the reasons for which **The Foodbank** may refuse to provide the information, **The Foodbank** may refuse to provide the information if:

- a.** withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons, or
- b.** the disclosure of the information would, or would be likely to, prejudice the commercial position of **The Foodbank** or of any of its **Members**, or
- c.** the disclosure of the information would, or would be likely to, prejudice the financial or commercial position of any other person, whether or not that person supplied the information to **The Foodbank**, or
- d.** withholding the information is necessary to maintain legal professional privilege, or
- e.** the disclosure of the information would, or would be likely to, breach an enactment, or
- f.** the burden to **The Foodbank** in responding to the request is substantially disproportionate to any benefit that the member (or any other person) will or may receive from the disclosure of the information, or
- g.** the request for the information is frivolous or vexatious.

**11.9.4** **The Foodbank** may require the **Member** to pay a charge for the information. If so, the **Member** may withdraw the request, and must be treated as having done so unless, within 10 working days after receiving notification of the charge, the **Member** informs **The Foodbank**:

- a.** that the **Member** will pay the charge; or
- b.** that the **Member** considers the charge to be unreasonable.

**Nothing in this Rule limits Information Privacy Principle 6 of the Privacy Act 1993.**

**11.10 Financial**

**The funds and property of The Foodbank shall be:**

- a.** controlled, invested and disposed of by the **Board**, subject to these **Rules**, and devoted solely to the promotion of the purposes of **The Foodbank**.
- b.** The **Foodbank's** financial year shall commence on 1<sup>st</sup> July of each year and end on 30<sup>th</sup> June (the latter date being **The Foodbank's** balance date).

- c. All payments to **The Foodbank** must be promptly banked in **The Foodbank's** accounts.
- d. All payments by the **Foodbank** must be authorised by any two of either the Chairperson, the Treasurer or by another **Board** member nominated as an authoriser.

#### 11.11 Dispute Resolution

- a. Any grievance by a **Member**, and any complaint by anyone, is to be lodged by the complainant with the **Secretary** in writing and must provide such details as are necessary to identify the details of the grievance or complaint. All **Members** (including the **Board**) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to **The Foodbank**'s activities.

The complainant raising a grievance or complaint, and the **Board**, must consider and discuss whether a grievance or complaint may best be resolved through informal discussions, mediation or arbitration. Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement.

- a. This rule concerns any grievances of members relating to their rights and interests as **Members**, and any complaints concerning the alleged conduct or discipline of members, collectively referred to as "disputes."

These disputes procedures are designed to enable and facilitate the fair, prompt and efficient resolution of grievances and complaints.

- b. Rather than investigate and deal with any grievance or complaint, the **Board** may:

- appoint a sub-committee to deal with the same, or
- refer the same to an external arbitrator, arbitral tribunal, or external visitor (or referee), so long as minimum standards of natural justice and the following requirements under this rule are satisfied,

The **Board** or any such sub-committee or person considering any grievance or complaint is referred to hereafter as the "decision-maker".

- c. **The decision-maker:**

- shall consider whether to investigate and deal with the grievance or complaint,
- and may decline to do so (for instance, if the decision-maker is satisfied that the complainant has insufficient interest in the matter or otherwise lacks standing to raise it; the matter is trivial or does not appear to disclose material misconduct or material; the matter raised appears to be without foundation or there is no apparent evidence to support it; some damage to **Members'** interests may arise; or the conduct, incident, event or issue has already been investigated and dealt with by **The Foodbank** ).

Where the decision-maker decides to investigate and deal with a grievance, the following steps shall be taken:

- The complainant and the **Member** or **The Foodbank** which is the subject of the grievance must be advised of all details of the grievance.
- The **Member**, or **The Foodbank** which is the subject of the grievance, must be given an adequate time to prepare a response.
- The complainant and the **Member**, or **The Foodbank** which is the subject of the grievance, must be given an adequate opportunity to be heard, either in writing or at an oral hearing if the decision-maker considers that an oral hearing is required.
- Any oral hearing shall be held by the decision-maker, and/or any written statement or submissions shall be considered by the decision-maker.

- Where the decision-maker decides to investigate and deal with a complaint, the following steps shall be taken:
 

The complainant and the **Member** complained against must be advised of all allegations concerning the **Member**, and all details of the complaint.

The **Member** complained against must be given an adequate time to prepare a response.

  - The **Member** complained against must be given an adequate opportunity to be heard, either in writing or at an oral hearing if the decision-maker considers that an oral hearing is required.
  - Any oral hearing shall be held by the decision-maker, and/or any written statement or submissions shall be considered by the decision-maker.
- d A **Member** may not make a decision on, or participate as a decision-maker in regards to a grievance or complaint, if two or more **Board Members**, or the decision-maker, consider that there are reasonable grounds to infer that the person may not approach the grievance or complaint impartially, or without a predetermined view. Such a decision must take into account the context of the **The Foodbank** and the particular case, and may include consideration of facts known by the other **Members** about the decision-maker, so long as the decision is reasonably based on evidence that proves or disproves an inference that the decision-maker might not act impartially.

**The decision-maker may:**

- dismiss a grievance or complaint, or
- uphold a grievance and make such directions as the decision-maker thinks appropriate (with which **The Foodbank** and **Members** shall comply),
- uphold a complaint and:
 

reprimand or admonish the **Member**, and/or

  - suspend the **Member** from membership for a specified period, or
  - terminate the **Member**'s membership and/or
  - order the complainant (if a **Member**) or the **Member** complained against, to meet any of **The Foodbank**'s reasonable costs in dealing with a complaint.

## **12. Procedures**

### **Duties**

- 12.1 The Chairperson is responsible for coordinating the management of **The Foodbank** and chairs the **Board** General meetings.
- 12.2 The Secretary issues any notice that is required and keeps a record of all meetings the Secretary must keep all records required by the **Board** the Secretary is responsible for all records statements notices and actions required of **The Foodbank** by the Incorporated Societies Act.
- 12.3 The Treasurer monitors **The Foodbank's** financial position, keeps the accounting records prepares the financial statements and complies with any financial reporting requirements.

## **13. Common Seal**

The common seal of **The Foodbank** must be kept in the custody of The **Secretary** The common seal may be affixed to any document:

- a. by resolution of the **Board**, and must be countersigned by one **Board Member** and the **Secretary**.

- b. by such other means as the **Board** may resolve from time to time.

#### **14. Alterations to Constitution**

- a. The **Foodbank** may amend or replace these **Rules** at a **General Meeting** by a resolution passed by a two-thirds majority of those **Members** present and voting.
- b. Any proposed motion to amend or replace these **Rules** shall be signed by at least 20 per cent of eligible **Members** and given in writing to the **Secretary** at least 21 **Clear Days** before the **General Meeting** at which the motion is to be considered, and accompanied by a written explanation of the reasons for the proposal.
- c. 21 **Clear Days** before the **General Meeting** at which any amendment is to be considered the **Secretary** shall give to all **Members** notice of the proposed motion, the reasons for the proposal, and any recommendations the **Committee** has.
- d. When an amendment is approved by a **General Meeting** it shall be notified to the Registrar of Incorporated Societies in the form and manner specified in **the Act** for registration, and shall take effect from the date of registration.
- e. When an amendment is approved by a **General Meeting** it shall be provided to Charities Services within three months of the date of the amendment.
- f. This Constitution may be altered by General Meeting by motion carried by 2/3 vote. At least three weeks' notice must be given.
- g. No alteration that would be inconsistent with the requirements of the incorporated societies act can be made.
- h. No addition or alteration to the charitable objects the personal benefit clause or the winding up clause shall be approved without the Inland Revenue department approval.

#### **15. Winding up of The Foodbank**

- a. The **Foodbank** may be wound up, or liquidated, or removed from the Register of Incorporated Societies in accordance with the provisions of **the Act**.
- b. The **Secretary** shall give **Notice** to all **Members** of the proposed motion to wind up The **Foodbank**, or remove it from the Register of Incorporated Societies and of the **General Meeting** at which any such proposal is to be considered, of the reasons for the proposal, and of any recommendations from the **Board** in respect to such notice of motion.
- c. Any resolution to wind up The **Foodbank** or remove it from the Register of Incorporated Societies must be passed by a two-thirds majority of all **Members** present and voting.
- d. All assets and after payment of all costs debts and liabilities are to be distributed to charitable organisations within New Zealand with similar objects. If a **General Meeting** is required for confirmation of the liquidation it must be held within 20 days following the earliest date on which it may be held.
- e. If The **Foodbank** is wound up, or liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any **Member**, and if any property remains after the settlement of the debts and liabilities, that property must be given or transferred to another organisation for a similar charitable purpose or purposes as defined in section 5(1) of the Charities Act 2005.

## Schedule 1.



Charities Registration: CC26922

### **INDIVIDUAL MEMBERSHIP APPLICATION FORM**

I, \_\_\_\_\_ (Please print name)

a resident of Kapiti; would like to make application to become a member of  
The Kapiti Community Foodbank Inc.

Address: \_\_\_\_\_  
Full Postal Address

Telephone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

*I am aware that my details as above will be stored confidentially on the Foodbank computer.*

Signed \_\_\_\_\_  
Please print Name

Nominated by:

Signed \_\_\_\_\_  
Please print Name

Date \_\_\_\_\_

Signed \_\_\_\_\_  
Please print Name

Date \_\_\_\_\_

## Schedule 2 AGM Nomination to Office form.



Charities Registration: CC26922

### **NOMINATION FORM**

#### **KAPITI COMMUNITY FOODBANK BOARD**

We the undersigned financial members of The Kapiti Community Foodbank Inc., hereby nominate:

\_\_\_\_\_  
Full Name \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_  
Full Postal Address \_\_\_\_\_ as \_\_\_\_\_

a candidate for election as a **Member** to the Board of Governors at the 2021 AGM

Signed: \_\_\_\_\_  
Please print Name \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Please print Name \_\_\_\_\_

Date: \_\_\_\_\_

**Nominee's Consent:** *In accepting nomination as a member of the Governance Board of The Kapiti Community Foodbank, I declare that have read and understand Clause 11.1c as attached and I know not of anything that will exclude me from holding office.*

Signed: \_\_\_\_\_  
Please print Name \_\_\_\_\_

Date: \_\_\_\_\_

Clause 11.1c The following persons are disqualified from being appointed or holding office as a **Board Member**:

- VI. a person who is under 16 years of age,
- VII. a person who is an undischarged bankrupt,
- VIII. a person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Financial Markets Conduct Act 2013, or the Takeovers Act 1993,
- IX. a person who is disqualified from being a member of the **Board** of a charitable entity under section 31(4)(b) of the Charities Act 2005,
- X. a person who has been convicted of any of the following, and has been sentenced for the offence, within the last 7 years:
  - f) an offence under subpart 6 of Part 4,
  - g) a crime involving dishonesty (within the meaning of section 2(1) of The Crimes Act 1961),
  - h) an offence under section 143B of the Tax Administration Act 1994,
  - i) an offence, in a country other than New Zealand, that is substantial similar to an offence specified in subparagraphs (i) to (iii),
  - j) a money laundering offence or an offence relating to the financing of terrorism, whether in New Zealand or elsewhere,

**A person subject to:**

- c) an order under section 108 of the Credit Contracts and Consumer Finance Act 2003; or
- d) a forfeiture order under the Criminal Proceeds (Recovery) Act 2009; or
- d) a property order made under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act.

**Any person who is disqualified from being a member of the Board of a charitable entity under section 16 of the Charities Act 2005.**

Biographical Details: (Please attach further pages if required)