

BAY OF ISLANDS FOOD GROUP INCORPORATED CONSTITUTION

1. Name

The name of the Incorporated Society is: Bay of Islands Food Group Incorporated.

2. Interpretation

In these rules, unless the context otherwise requires:

- a. 'The Group' means the 'Bay of Islands Food Group Incorporated'.
- b. 'Agricultural products' means consumable agriculturally derived food and food-based products including wine, beverages, herbs.

3. Registered Office

The registered office of the Group shall be situated at such a place as may from time to time be determined by the Executive Committee of the Group. Notice of any change of registered office shall be sent to the Registrar of Incorporated Societies.

4. Aims of the Group

- a. To enhance opportunities and promote economic growth and prosperity for the agricultural community and its food-based business sector in Northland.
- b. To promote and establish brand Northland consumable agricultural and food-based products nationally and internationally.
- c. To educate and motivate the consumer to purchase Northland consumable agricultural and food-based products.
- d. To participate in co-operative programmes to promote and develop tourism products for the economic benefit of Members and Northland.
- e. To establish a marketing support and advisory service structure for members.
- f. To encourage excellence, purity and freshness in food products through certification of standards.
- g. To develop or become involved in other activities of benefit to members, the agricultural community and food-based business sector of Northland.
- h. Generally to do all things that the Group and/or the Executive Committee may from time to time consider beneficial to the Group's members.

5. Membership

Membership of the Group shall be open to any person, partnership or organisation which meets one of the following criteria:

- a. A Stallholder at the Bay of Islands Farmers' Market; defined as someone who has signed the current Stallholder Agreement and who has paid the current subscription. Membership in this category is limited to two per stall;
- b. A non-Stallholder who is invited by a current member and who is approved by a two thirds majority of members voting at a general meeting.

6. Voting Rights of Members

All members shall have equal voting rights.

7. Conduct of Members

No member shall:

- a. Associate the name of the Group with any project, group or organisation without the specific written permission of the Executive.
- b. Commit the Group to any financial or commercial obligation without the specific written permission of the Executive.
- c. Commit any breach of or fail to abide by the procedures provided under the Rules or under any bylaw, ruling or policy statement issued by the Executive.

8. Subscriptions

The annual membership fee shall be such sum as is fixed by the Annual General Meeting of the Group for the forthcoming year. Fees fall due on the 31st of March of each year and are payable on completing a stallholder contract for the forthcoming year. New stallholders shall pay the fee at the time they join.

9. Register of Members

- a. A Register of Members shall be kept by the Secretary to comply with the Incorporated Societies Act 1908 and its amendments and regulations issued pursuant thereto.
- b. All information regarding present and past members of the group will be kept private with the Group Secretary except where individual members give permission in writing for their names to be included on a membership list to be made available to a third party.
- c. The Register of Members will include the following information:

- i. Each member's name, address and occupation;
 - ii. The date on which they became members;
 - iii. The type of membership held.
- d. For the purpose of convening any general meeting of the Group, the Register of Members shall be deemed conclusively to be a correct and complete list of members of the Group.

10. Termination of Membership

- a. Any member who wishes to resign from the Group can do so by giving to the Secretary of the Group notice in writing of his/her intention to do so. No membership fees shall be refunded.
- b. Any member who has failed to pay the membership fee by the due date will cease to be a member.
- c. If any member has acted in a way that is harmful to the Group that member may be expelled by a two-thirds (2/3) majority of a Special General Meeting. The member concerned must:
 - i. be given written notice of the proposed expulsion and the reasons for it; and;
 - ii. be given an opportunity to be heard at the meeting considering the expulsion;
 - iii. the member in question may be present at the Special General Meeting.

11. Officers of the Group

- a. Executive officers of the group shall consist of the following: Six members elected at an Annual General Meeting to serve on the Executive, and no less than four members within the Executive as a result of a resignation during its term. The Executive may appoint a replacement from within the membership of the Group, for that vacancy term. The Executive shall appoint a Chairperson, Vice-Chairperson, Secretary and a Treasurer from within its members.
- b. The Executive shall be elected for a two-year term. A Committee member who wishes to resign before the end of his/her term shall give one month's notice to the Committee.
- c. The Executive shall have the general management and control of the Group as regards its finances, meetings and interests and may appoint sub-committees, frame bylaws, rulings and set policy, and decide or dispose of matters affecting the welfare of the Group.
- d. A quorum for an Executive meeting shall be four executive members. The meeting may be held by tele-conference on condition that the minutes, including any resolutions,

are recorded. These minutes must be signed off by each attending member.

- e. The Executive shall meet as often as required for transaction of the business of the Group.
- f. Any member of the Executive who is absent without apology from three consecutive meetings of the Executive shall be deemed to have resigned his/her seat, unless he/she has given a satisfactory reason for his/her absence.

12. Duties of Officers

Duties attached to each Executive position (Only one Executive duty as listed shall be allocated to any executive member):

- a. Chairperson: is the chairperson of general Group Meetings and Executive Meetings. He/She has the overall responsibility of ensuring that the Executive, by its work, fulfills the general purpose of the group.
- b. Vice-Chairperson: shall deputise for the Chairperson in his/her absence and shall assist the Chairperson as required.
- c. Secretary: is the communications centre of the Group where letters, circulars and all other correspondence are both received and sent. The position also involves the responsibility for keeping minutes of all meetings and all clerical work required for the efficient running of the Group.
- d. Treasurer: is responsible for the control and recording of financial matters with reference to the Executive. This includes keeping the books, operating the Group banking account, payment of accounts and investment of surplus funds under the Trustee Act. He/she should also submit to each Annual General Meeting a Statement of Income and Expenditure of the Group at the close of the said year, and all expenditure affecting the property of the Group at the end of the financial year. Under Section 23 'The Incorporated Societies Act 1908' the above statement shall be delivered annually to the Register of Incorporated Societies with a certificate signed by the Chairperson to the effect that the statement has been submitted to and approved by the members at the Annual General Meeting.
- e. The remaining executive members will be expected to accept task as assigned to them by the Chairperson.

13. Notification of Meetings

Notice of all General Meetings and Special General Meetings will be given by circular, advertisement, e-mail or any other means deemed reasonable by the Executive. This notification and relevant information shall be given to members at least 14 days before the meeting. The accidental omission to give notice or non-receipt of a notice of a meeting by any member shall not invalidate the proceedings of any meeting.

14. General Meetings

- a. General meetings of the Group may be held four times a year. The Executive may call a general meeting at any time to:
 - i. discuss general business;
 - ii. receive reports from the Executive as to the activities and finances of the Group;
 - iii. decide on any matters affecting the Group;
 - iv. consider and recommend policy to be implemented by the Executive Committee.
- b. The General Meetings will be open to all members.
- c. Voting at General Meetings will be by a show of hands using a voting card to confirm eligibility to vote, unless the Chairperson decides a ballot vote is required. A ballot can be requested by no less than three members with the Chairperson having the casting vote.
- d. A member entitled to vote may be represented by a proxy if an official proxy form has been correctly completed and supplied to the Secretary prior to the meeting and verified by the Chairperson. The proxy shall be in writing and signed, and must be handed to the Chairperson prior to the meeting.
- e. Each member shall receive one vote.
- f. On all points of order the Chairperson's ruling will be final.
- g. Fifteen members personally present shall form a quorum for a General Meeting.

15. Special General Meetings

- a. Ten voting members may request a Special General Meeting at any time by giving written notice to the Secretary stating the reason(s) for wanting a Special General Meeting to be held.
- b. The Secretary will give notice of a Special General Meeting no later than seven days after receiving the request, and at least fourteen days before the meeting (see paragraph 13)
- c. Fifteen members personally present shall form a quorum for a Special General Meeting.
- d. If the purpose of the Special General Meeting is a request to dismiss the Executive or an individual member a 2/3 majority vote is required from voting members personally present.

16. Annual General Meetings

- a. The Annual General Meeting of the Group will be held each year not more than 15 months after the previous Annual General Meeting.
- b. The business of the Annual General Meeting will include:
 - i. the Financial Accounts;
 - ii. the Annual Report;
 - iii. the election of the Executive Committee;
 - iv. the appointment of a Reviewer to review the financial accounts. The Reviewer cannot be a member of the Executive;
 - v. general business. Any item that a member wishes to be considered as general business are to be received in writing by the Secretary 20 days prior to the Annual General Meeting.
- c. Fifteen members personally present shall form a quorum for the Annual General Meeting.
- d. Notices of the date and location of the Annual General Meeting shall be given by the Secretary not less than 31 days prior to the meeting.
- e. All nominations for the Executive are to be in a form approved by the Executive and are to be received by the Secretary 14 days prior to the Annual General Meeting.
- f. All remits and matters which members wish to be considered by the Annual General Meeting are to be received in writing by the Secretary 14 days prior to the Annual General Meeting.

17. Control of Funds

- a. All funds received by the Group will be paid into its bank account.
- b. All cheques and withdrawal slips drawn on the Group's account will be signed by two members appointed as signatories by the Executive Committee.
- c. All payments made by the Group must be approved by the Executive Committee.

18. Payments to Members

- a. The income and property of the Group is to be applied solely to further the aims of the Group. No income or property is to be paid or transferred directly or indirectly to any members. This will not prevent payment of reasonable remuneration or expenses to any officer or employee of the Group or to any members for any services performed by them for the Group.

- b. A member may charge for any services carried out by him or her where the Group would have had to pay for that service if it was carried out by somebody who was not a member.
- c. No member of the Group or any person associated with a member shall participate in or materially influence any decision made by the organisation in respect of the payment to or on behalf of that member or associated person of any income, benefit or advantage whatsoever. Any such income shall be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value).

19. Personal Benefit

Notwithstanding anything expressed or implied in the constitution, the activities of the Group shall not be carried on for the personal pecuniary profit or benefit of any member or individual or associated person.

20. Common Seal

The Common Seal of the Group will be held by the Secretary and will be used only when authorised by a resolution of the Executive Committee. When the seal is used it will be signed by the Chairperson and one other Committee member appointed to sign that document by the Executive Committee.

21. Alterations and Additions to the Rules

- a. The Group may alter, add or cancel any rules at any General Meeting provided that:
 - i. written notice of the proposed change is included in the notice calling the meeting;
 - ii. the meeting may amend the proposed change; and
 - iii. a two thirds (2/3) majority of the members present at the meeting agree to the change.
- b. No alterations, additions or cancellation will be made to these rules that are in conflict with:
 - i. the aims of the Group; and
 - ii. the charitable nature of the Group.
- c. No addition or alteration or deletion of the non-profit aims, personal benefit clause, payments to members clause or the winding up clause shall be made without the approval of the Inland Revenue Department. The provisions and effect of this clause shall not be removed from this document and shall be included and implied in any document replacing this document.

22. Winding up

- a. The Group may be wound up if:
 - i. a majority of the members at a General Meeting pass a resolution to wind up the Group;
 - ii. a second meeting is held not earlier than 30 days since the first meeting to confirm or reject the resolution; and
 - iii. at the second meeting a two thirds (2/3rds) majority of the members confirm the resolution.
- b. If upon winding up or dissolution of the Group there remain after the satisfaction of all its debts and liabilities any funds or property whatsoever, the same shall not be paid to or distributed among the members of the Group, but shall be given or transferred to some other non-profit body having objects similar to the objects of the Group, or to some other charitable organisation, within New Zealand.

23. Financial Year

The Society's financial year shall be from 1 April in any year to 31 March the following year.

24. Society Records

The Executive Committee will keep proper minutes of all meetings, statements of all receipts and disbursements, and all usual and proper books and accounts. Approved/adopted Minutes and Financial records shall be available for members to peruse. Any other records shall also be available, except those which, for a proper reason, as approved by the Chairperson, (eg. employment; disputes) should remain confidential.