

Kapiti Woodworkers Guild Incorporated

Constitution

Version Dated – 31 October 2013

This document incorporates the alterations to the Rules approved by members:

- registered with the Registrar of Incorporated Societies on:
 - 20 July 1999
 - 14 June 2013
 - 11 October 2013 – originally passed by AGM on 11 May 2004

And the alterations to Rules registered by the Registrar of Incorporated Societies on:

- 31 May 2001

Kapiti Woodworkers Guild Incorporated

Constitution

1.0 NAME

The name of the association is “Kapiti Woodworkers Guild (Incorporated).”

2.0 OBJECTS

The objects for which the association is established are:-

- a) To foster and develop woodwork and related fields of design.
- b) To exhibit and promote the work of Guild members.
- c) To encourage a high level of performance in woodwork in all its aspects and related fields of design.
- d) To provide a forum for the sharing of skills and knowledge of the members of the Guild.
- e) To provide facilities for all interested persons to share and observe these objects and to aid the work of the Guild members.

3.0 POWERS

To carry out these objects the Guild is empowered as follows:-

- a) To subscribe to, and become a member of and co-operate with any club, association or organisation, both within New Zealand and overseas, whether Incorporated or not, whose objects are altogether or in part similar to those of the Guild.
- b) To enter into any arrangement with any body whether Incorporated or not, individual or authorities of whatsoever nature that may in the opinion of the Executive and the members of the Guild, seem conducive to the objects of the Guild.
- c) To invest and deal with the money of the Guild not immediately required in such a manner as may be permitted by law for the investment of trust funds.
- d) To make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferrable instruments.
- e) To accept subscriptions from members as the Executive of the Guild may fix from time to time.
- f) To accept grants, bequests or gifts or property, whether by way of endowment or otherwise and whether by gift inter vivos or by devise or bequest given for the purpose of the Guild or for any similar purpose and to accept and execute trusts attached to the subject matter of any such gifts.
- g) To purchase or acquire by sale, lease, hire, or bailment any premises, plant, equipment, chattels, materials or merchandise that may in the opinion of the Guild promote the objects thereof and to dispose of the same on whatever terms and conditions as the Guild may deem appropriate.
- h) To do all such lawful things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Guild and which accord with the objects of the Guild.

And it is hereby declared that objects and powers set forth in any sub-clause shall not in any way be limited or restricted by reference from the terms of any other sub-clause or by the juxtaposition of any two or more objects or by any objects being or be deemed a main or dominant object but each shall be or be deemed to be an independent object.

4.0 APPLICATION OF INCOME AND PROPERTY

- a) The income and property of the Guild whensoever derived shall be applied solely towards the promotion of the objects of the Guild.

5.0 MEMBERSHIP

- a) Membership of the Guild shall be open to all individuals who are practising woodwork and who have been nominated by any member of the Guild. Each nomination must be accompanied by the signatures of the member proposer and the seconder and will be voted upon by the Executive at the next meeting or as soon thereafter as is reasonable.

- b) Termination of Membership

Any member of the Guild may resign by giving notice in writing to the Secretary and paying all subscriptions then due. See also clause 8(b).

- c) The officers of the Guild shall have the power at all times to terminate the membership of any member if in their opinion the member's conduct has in any manner whatsoever been prejudicial to the objectives of the Guild or has brought the Guild into disrepute. Before any such termination of membership, the member concerned shall be given the opportunity of explaining his/her alleged actions at the general meeting of the Guild members, who shall endorse or not the officers' recommendation to terminate the membership.

- (d) **Additional Classes of Membership**

- i. Family member – shall be the spouse or partner, and/or the children under the age of 16 years, of a general member.
- ii. Junior member – shall be under the age of 18 years, as at the time of the AGM, or under the age of 20 years if still attending a full time education facility.
- iii. Special membership – may be extended to an individual at the discretion of the committee, for a specified period, as a gesture for past services.
- iv. These additional classes of membership shall not have voting rights at an AGM but may participate in all the activities of the Guild as if they were a general member.

6.0 OFFICERS

- a) The officers of the Guild shall consist of a President, a Vice President, the Immediate Past President, a Secretary and a Treasurer.
- b) No person elected as a President shall continue in that office for more than two (2) consecutive years in one (1) span.
- c) The retiring President shall hold the office of Immediate Past President for twelve (12) months from the date of taking up the position or until his/her successor shall become qualified to hold that office.

7.0 NOMINATION AND ELECTION OF THE MEMBERS OF THE EXECUTIVE

- a) Election of members of the Executive shall be by financial members at the Annual General Meeting.
- b) Nominations for the Executive positions will be taken and voted on at the Annual General Meeting.

8.0 SUBSCRIPTIONS

- a) Subscriptions shall be paid annually by all members at the rates determined by the Executive after approval by members at a Annual General Meeting. The due date for payment shall be thirty (30) calendar days after that meeting.
- b) **Unpaid subscriptions.** A member whose annual subscription is not paid sixty (60) days after the above meeting shall cease to enjoy the rights of membership and a member whose subscription is not paid a further thirty (30) days later, shall be struck from the membership roll upon a resolution of the Executive to that effect.
- c) **Resignations and cessation of membership.** A member who for any reason ceases to remain a member shall nevertheless be held responsible for the payment of subscriptions that become due and payable while he/she was a member and shall further be held responsible for any of his/her actions whilst being an enrolled member as might arise from other causes.
- d) Without prejudice to the general powers conferred upon it by this Constitution the Executive shall have the specific power to waive, reduce or remit subscriptions.

9.0 MEETINGS

- a) The Guild shall hold an Annual General Meeting at such places and times and in such a manner as the Executive shall decide.
- b) The business of the Annual General Meeting shall be to receive a Report, a statement of Receipts and Payments and if appropriate, a Balance Sheet for the preceding financial year, appointment of an Honorary Auditor for the ensuing year and to decide on any motion of policy duly submitted to the Executive six (6) weeks before the meeting.
- c) Notice of intention to hold a meeting and the intended time and place shall be given to members not later than ten (10) days before the meeting.
No later than ten (10) days before a meeting members shall be supplied with the agenda for the meeting, notices of motion, annual report and Statement of Receipts and Payments and if applicable a Balance Sheet.
- d) Should insufficient nominations for Executive members be received, then those nominated shall be declared elected.
- e) Should the required Executive establishment not be obtained by the above procedure, the Executive may co-opt to fill vacancies and casual vacancies between Annual General Meetings. All co-opted and casual vacancy appointments lapse at the next succeeding Annual General Meeting.
- f) Special General Meetings shall be called by the President upon the written request of any seven (7) members. A notice must be furnished to the members not less than fourteen (14) days before the holding of such a meeting specifying the place and time of the meeting, notice of Motion and names of members requesting the meeting.

- g) Only the business which has been notified may be transacted at the Special General Meeting.
- h) The quorum of the Executive meeting shall be four (4) members. The quorum at the Annual or Special General Meeting shall be Twenty Five (25) percent of the paid up full members as at the previous March.
- i) Except where postal voting is called for, voting shall be on the voices unless a show of hands is called for. The President of any meeting shall have a deliberate vote and a casting vote. A declaration by the President as a result of a casting vote shall be final.
- j) The President shall preside at every General or Executive meeting of the Guild. If within fifteen (15) minutes of the time appointed for the holding of any such meeting the President is not present and willing to act, the voting members present shall choose one (1) of the members of the Executive present to act as President. No business shall be discussed or transacted at any General or Executive meeting whilst the chair is vacant except for the election of President.
- k) The President of a General or Executive meeting may with the consent of the meeting adjourn the same 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.
- l) Whenever a meeting is adjourned for seven (7) or more days, notice of the adjourned meeting shall be given in the same manner as of an original meeting except that notice shall only be three (3) days notice and that it shall not be necessary to specify in such notice the nature of the business to be transacted at the meeting.

10.0 EXHIBITIONS

- a) The Guild may conduct Exhibitions or support other Exhibitions.
- b) The Guild may appoint an Exhibition committee.
- c) Finances for Exhibitions arranged by the Guild will be the responsibility of the Guild, but the Guild may apportion commitments by agreement with other bodies.

11.0 FINANCES

- a) The control and investment of the funds of the Guild shall be wholly within the power of the Guild except as limited by clause 3(c) and clause 11(e). The Guild may open and operate accounts at any bank as it deems fit, the Trustees of any such account shall be the Treasurer and any two (2) officers or members of the Executive appointed by the Guild for that purpose; cheques and withdrawal warrants shall be signed by the Treasurer and one (1) other Trustee.
- b) The Treasurer shall keep a correct account of all funds received and expended by the Guild and shall prepare at the end of each Financial year, a Statement of Receipts and Payments and if appropriate, a Balance Sheet.
- c) The accounts of the Guild shall be audited at the end of each financial year by a Honorary Auditor who shall be appointed each year by the Executive and ratified at the Annual General Meeting.
- d) The financial year of the Guild shall end on the 31 March in each year.

- e) The Guild shall have the power to borrow money but cannot borrow more until all outstanding loans have been paid in full to the intent that no more than one (1) loan shall be outstanding at any one (1) time.

12.0 MANAGEMENT AND CONTROL

- a) The management and control of the business and affairs of the Guild shall, subject to such limitations and restrictions as these clauses may from time to time prescribe, be vested in an Executive consisting of the Officers as herein defined and not less than three (3) other and not more than six (6) other full members of the Guild who may exercise all powers, authorities and discretions of the Guild except only such as (in the case of a company) are expressly directed by company legislation to be exercised by the Guild in general meeting. The Executive may from time to time make such regulations as they think fit regarding the Guild provided such regulations shall be consistent with the provisions of the Constitution.
- b) The Executive may delegate any of its specific duties and/or powers to sub-committees consisting of such member or members of their body or such specialist advisers appointed by the Executive as they think fit and may from time to time revoke such delegation. Any sub-committee so formed shall in the exercise of its functions so delegated conform to the aims, objectives and policies of the Guild and any clauses that may be imposed upon it by the Executive. All sub-committees shall cease to exist at the next succeeding Annual General Meeting, but each may be confirmed for such additional period of time as any Annual General Meeting may decide.

13.0 ALTERATIONS TO THE CONSTITUTION

- a) Any alteration, addition to or rescission of this Constitution shall be made only at an Annual or Special General Meeting.
- b) Notice of the proposed alteration, addition or rescission shall be given to every member at least fourteen (14) days prior to the Special General Meeting and at least three (3) weeks prior to the Annual General Meeting.
- c) Such meetings may amend any proposal as specified in clause 12(a).
- d) No resolution shall effect any alteration, addition to or rescission of these clauses unless assented to by two thirds (2/3) of the members voting.
- e) No amendment to the Constitution shall have any effect until it is registered with the Registrar of Incorporated Societies.
- f) No addition to or alteration of the non-profit aims, personal benefit clause or the winding up clause shall be approved without the approval of Inland Revenue. The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

14.0 INTERPRETATION OF THE CONSTITUTION

- a) The decision of the Executive as to the interpretation of the Constitution shall be final and binding on all parties except at any Annual or Special General Meeting when the decision of such a meeting shall be final and binding on all members.

15.0 COMMON SEAL

- a) The Guild shall have a Common Seal which shall remain in the custody of the Secretary for the time being and shall be affixed to any document pursuant to a resolution of the Guild and in the presence of one (1) member of the Executive and the Secretary.

16.0 WINDING UP

- a) Any resolution to wind up the Guild must be carried by a majority vote of members at the General Meeting called to consider the matter.
- b) The resolution adopted in clause 16(a) shall be confirmed at a subsequent meeting of members called together for the purpose, held not earlier than thirty (30) days after the date on which the resolution so to be confirmed, was passed.
- c) If upon the winding up or dissolution of the Guild and settlement of all liabilities, there remains any assets, these shall be dealt with as directed by the General Meeting, provided that no member of the Guild shall receive any pecuniary gain on such winding up. If the members cannot agree on the disposal of surplus assets, a simple majority of members present may direct that the advice of the Minister of Internal Affairs shall be sought and adopted.

17.0 INTERPRETATION OF TERMS

- a) Unless repugnant to the sense of the context "Guild" means the Kapiti Woodworkers Guild (Incorporated).
"Executive" means the Executive of the Guild.
"Member" means a member of the Guild entitled to vote and hold office.
"President" means President of the Guild or any person authorised to act in that capacity.
Both "Officers of the Guild" and "Executive" shall in all cases refer to those members who from time to time are elected President, Secretary, Treasurer and all members of the Committee.

Originally Signed and:

DATED this *Seventeenth* day of *March 1998*.

THE COMMON SEAL of the KAPITI WOODWORKERS GUILD (Incorporated) was hereto affixed in the presence of:

(Signed) John Simmons????

President

(Signed) F Torrance

Secretary

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Member of the Executive