



The Telecommunications Users Association of New Zealand Incorporated

CONSTITUTION

August 2016

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The following sets out the constitution for the Telecommunications Users Association of New Zealand Incorporated.

1. NAME

1.1 The name of the society is the Telecommunications Users Association of New Zealand Incorporated (referred to hereafter as TUANZ).

2. OBJECT

2.1 The primary object of TUANZ is to represent the interests of Members in the use of technology enabled communications and in doing so pursue an environment which can offer, in the broadest sense, cost effective services and technology that reflect both the requirements of the users and those of the national interest.

2.2 The Board, together with the Chief Executive, will develop an annual business plan that delivers to the strategic plan and meets the object of TUANZ.

3. DEFINITIONS & INTERPRETATION

3.1 If any doubt shall arise as to the correct interpretation of this constitution, the decision of the Board shall be final and conclusive provided such decision is recorded in the minute book of TUANZ.

3.2 Nothing in this constitution shall be interpreted as preventing TUANZ from utilising the provisions of the Electronic Transactions Act 2002 and the Board shall be authorised to approve the use of electronic transactions as it sees fit.

3.3 A reference to "writing" shall include information recorded in electronic form if the information is readily accessible so as to be usable for subsequent reference.

3.4 Unless the context otherwise requires, the following expressions shall have the following meanings:

Annual General Meeting means a meeting of TUANZ held in accordance with section 7.

Board means the governing body of TUANZ constituted in accordance with section 8.

Board member means a member of the Board.

Category means a category of membership as determined by the Board from time to time and allocated to a Member.

Contact Officer means the person advised to the Registrar as the Registrar's primary contact for TUANZ.

Member means a person or entity who becomes a member of TUANZ in accordance with section 4 and Membership has the corresponding meaning.

Member Representative means the person who represents a member of TUANZ and has voting rights.

4. MEMBERSHIP

4.1 Membership will be open to all organisations and individuals having an interest in technology enabled communications in New Zealand.

4.2 Members of TUANZ shall consist of Categories as may be determined from time to time by the Board with such rights as to voting and other matters as Board may from time to time. The register of members shall be kept pursuant to the Categories and shall have entered upon it the names of all Members specifying the Category of Membership. Categories of Membership and the related membership fees will be as determined from time to time by resolution of the Board and published on TUANZ's website.

4.3 Any person or organisation desiring to become a Member of TUANZ shall submit to TUANZ an application in the prescribed form naming their Member Representative and containing such particular information and undertakings as TUANZ may require. On receipt of a properly completed application the Chief Executive may assign each person or organisation to a Category of Membership.

4.4 Organisations may change their Membership Representatives by giving notice in writing to TUANZ.

4.5 Any member, or applicant for membership, may request a review of their Membership status or Category of Membership by submitting relevant details to the TUANZ Chief Executive.

4.6 Members shall notify TUANZ of any changes to name and contact details of their Membership Representative(s) or the name of their organisation.

5. VOTING RIGHTS

5.1 The number of voting rights a Member Representative has varies according to the Member's Category. The voting rights for each Member Category will be as determined from time to time by resolution of the Board, and ratified either by majority vote at any General Meeting or by a Dissenting Poll (see section 7.8 and published on TUANZ's website.

5.2 No Member shall have any voting rights at a General Meeting if any of their subscriptions or levies are overdue at the date of that meeting.

6. RESIGNATION, SUSPENSION AND TERMINATION OF MEMBERSHIP

6.1 Any Member may cease to be a Member of TUANZ by giving written notice of his/her resignation to TUANZ. Resignation shall not take effect until the notice of resignation is received by TUANZ. Except to the extent set out in this constitution, the resigning Member shall remain liable for all outstanding fees, and any other charges due. Where the notice of resignation is received by TUANZ within 14 days of TUANZ issuing an invoice to the resigning Member for the Membership fees, the Membership fees will be waived. In all other circumstances, the membership fees will still be payable by the resigning Member unless the Board determines to waive them.

6.2 Any Member whose subscription has been outstanding for six months or has failed to meet any other financial obligation for a similar period may be suspended from Membership of the Association by the Board until all outstanding subscriptions, or other financial obligations, owing by such Member shall have been paid. It will be necessary for the Chief Executive to report this at the Board meeting immediately following the 6 months period requiring the Board to make a decision in each particular instance as to action.

6.3 Any Member who, for any reason, in the opinion of the Board, ceases to qualify for Membership of the Association, shall be liable to have his Membership terminated. Such cases shall be considered by the Board who may request, by notice in writing, that the Member resign within a time to be specified in such notice, and in default of the receipt of such a resignation the Board shall deem that Member's Membership to be terminated.

6.4 A Member may appeal a notice of request to resign. A written application may be made to the Board, within a time to be specified in the notice of request to resign, requesting reconsideration and stating the grounds for the request.

7. MEETINGS

7.1 TUANZ shall hold a General Meeting in each calendar year as its Annual General Meeting at such time and place as the Chairperson or any resolution of the Members at a General Meeting may determine but not later than six (6) months after the balance date of TUANZ. The financial year shall be from 1 April to 31 March the following year. If election of the Board is to be held by postal or electronic ballot (hereinafter referred to as "ballot"), then results of the ballot must be available at the time of the Annual General Meeting. If no ballot is held, the Board members shall be elected at the Annual General Meeting for the ensuing year.

7.2 All General Meetings, other than Annual General Meetings, shall be called Special General Meetings and shall be convened by the Chairperson of TUANZ upon the written request of not less than 20% of voting Members or upon the resolution of the Board.

7.3 At least fourteen (14) days prior to every General Meeting, each Member Representative will be sent an electronically transmitted notice specifying the time, date, place and business of the meeting of each Special or Annual General Meeting. The notice shall be deemed to be duly delivered on the day it is sent.

7.4 A General Meeting of TUANZ shall not proceed without a quorum present. A quorum shall consist of Member Representatives with voting rights totaling at least twenty percent, minimum 15, of the total voting rights in good standing as at the meeting date.

7.5 If within half an hour from the time appointed for a General Meeting a quorum is not present, the meeting will stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as notified to the Members. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present will constitute a quorum.

- 7.6 Proxies shall be accepted up to 24 hours before the time of holding the General Meeting. Written proxies must reference a specific meeting and be signed by the authorised Member Representative of the Member organisation granting the proxy. Proxies shall be made part of the minutes of the meeting.
- 7.7 Voting on all issues requiring a vote will be by secret ballot or show of hands as determined by the Chairperson at the time.
- 7.8 Where a dissenting poll is required, a notice shall be sent to all members outlining the proposed change and allow a minimum period of 30 days for Member who disagree with the proposed change to advise TUANZ. If the number of dissenting members exceeds 25% of the voting authorities, a full ballot of members shall be required to confirm the change. If there are 25% or less dissenting voting authorities the change shall take effect and Members shall be advised of the outcome of the poll.

8. BOARD

- 8.1 The Board shall be comprised of between eight (8) and eleven (11) Members.
- 8.2 The Chief Executive shall be entitled to attend Board meetings but shall not be entitled to vote at these meetings.
- 8.3 The Board shall administer TUANZ in accordance with this constitution and shall determine the policies of TUANZ.
- 8.4 The Board may allocate specific responsibilities to Board members from time to time.
- 8.5 The Board shall maintain a conflict of interest register which details the nature and extent of the interest. Board members will be required to disclose an interest in a matter where they:
- a) may derive a financial benefit from the matter; or
 - b) are the spouse, civil union partner, de facto partner, child, or parent of a person who may derive a financial benefit from the matter; or
 - c) may have a financial interest in a person to whom the matter relates; or
 - d) are a partner, director, officer, Board member, or trustee of a person who may have a financial interest in a person to whom the matter relates; or
 - e) may be interested in the matter because the society's constitution so provides.

It is not considered a conflict of interest where the interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the Board member carrying out their responsibilities under the Incorporated Societies Act or the society's constitution.

- 8.6 The quorum of the Board shall be fixed by the Board, but unless otherwise agreed will be the Chair and fifty percent of the other Board members.
- 8.7 The Board shall be authorised to co-opt the assistance from time to time of any persons who are not Members of the Board or TUANZ but whom they consider may assist them to further the objects of TUANZ.

9. ELECTION

- 9.1 Each Board member shall hold office for a term of two (2) years commencing from the end of the Annual General Meeting at which they were elected or are treated as having been elected, and shall be deemed to retire at the end of their term. They shall be eligible for re-election.
- 9.2 Where a Board member is also Chair that person shall continue as Chair until another is appointed in accordance with section, 10.2 even if that person has retired as a Board Member and has not been reappointed.
- 9.3 The Board shall be elected from Members at the time of their nomination at each Annual General Meeting.
- 9.4 No more than one person from any Member organisation may be elected to the Board irrespective of the number of votes which such Member may hold or the Category of Membership of such Member. In this specific instance, Members who are related companies (as defined by the Companies Act) will be treated as a single Member except where, in the opinion of the Board a related company of a Member is in a significantly

different industry to its parent company then this clause shall not apply.

- 9.5 Prior to the Annual General Meeting, TUANZ shall forward to every Member Representative a notice calling for nomination for the election of Board members.
- 9.6 In making a nomination, the person doing so shall provide such information in the format prescribed by the Board, which information shall as a minimum include the full name of the Member the nominee is a representative of, the name and designation of the nominee and the nominees contact details.
- 9.7 If Board members are to be elected at an Annual General Meeting, their election will take place at an Annual General Meeting by ballot and where there is a tie a second ballot of the tied candidates shall be held.
- 9.8 Voting may be done by direct vote of Member Representatives either by post or by electronic means (as determined by the Board), in whatever format the Board authorises.
- 9.9 TUANZ shall forward a list of candidates for Board Members to all Member Representatives on the date not less than fourteen (14) days prior to, where the date is:
- i) by electronic means, the date the voting will close; or
 - ii) to take place at the Annual General Meeting, the Annual General Meeting.
- 9.10 Where the Board authorises the voting on Board Member elections to be done by electronic means, the following provisions will apply:
- i) The electronic means of voting will be made available to Member Representatives prior to the Annual General Meeting, and the Voting Members will be notified of the period within which they must submit their electronic vote ("Voting Period").
 - ii) For a vote on the Board Members to be valid, the quorum requirements set of in section 7.4 ("Required Quorum") shall apply (where the meeting date shall be deemed to be the closing date for voting). Members must place their votes within the Voting Period. Where a valid vote occurs, then those candidates with the highest number of votes at the end of the Voting Period will be elected as Board members. For the purposes of this constitution, each Board member that is elected by electronic means in accordance with this clause shall be treated as being elected at the next Annual General Meeting following the electronic vote.
 - iii) Where there is a tie, the Chief Executive will determine (at its option) either that a second vote by electronic means be held in respect of the tied candidates (in which case paragraphs (i) and (ii) above will apply) or that a second ballot of the tied candidates be held at the next Annual General Meeting. Where it is decided to have that second ballot at the next Annual General Meeting, then the Member Representatives (not withstanding any other provisions of this constitution) shall be advised of this and the candidates to vote on not less than five (5) days before the Annual General Meeting. Where it is decided to have that second ballot by electronic means, section 9.9 will apply but the advance notice may be reduced to three 3 days.
 - iv) Where the Required Quorum is not met, the Board will determine (at its option) either that the electronic means of voting be utilised a second time, or that the vote be deferred to the next General Meeting. Where the vote is conducted by electronic means a second time, those Member Representatives voting within the Voting Period will constitute the quorum.
- 9.11 Any Board member of TUANZ who changes employment during their term of office shall be deemed to have offered their resignation to the Board, who shall decide at its next meeting whether or not to accept such resignations. In any case, the Board member must resign at the end of the unexpired term of that resigning Board Member.
- 9.12 In the event of a casual vacancy occurring on the Board the remaining members of the Board may appoint a another Member representative to hold office until the next Annual General Meeting.
- 9.13 Members of the Board will be required to sign a declaration of the form as shown in Schedule A.

10. CHAIRPERSON

- 10.1 The Chair shall be from a Member organisation.
- 10.2 The Chair is to be appointed by the Board at the first meeting of the Board following the Annual General Meeting where the Chair role is due for re-election. The Chair shall be eligible for re-election.
- 10.3 The duties of the Chairperson shall be to preside at all meetings of TUANZ and to report upon all transactions and negotiations affecting the work of TUANZ.

- 10.4 The Chairperson may seek guidance from Standing Orders, which shall be agreed to, from time to time, by the Board.
- 10.5 The Chairperson shall have the right to exclude any Board Member from any part of a meeting where it is believed a conflict of interest may exist.
- 10.6 The Chairperson may request any other Board member to act in his/her stead when required to cover the Chairperson's absence, and this person shall count as the Chair for the purpose of establishing a quorum.
- 10.7 If at any time the Board has not appointed a Chief Executive, then any notice required to be given to the Chief Executive may be given to the Chair and the role allocated to the Chief Executive in this constitution shall be carried out by the Chair.
- 10.8 Except as otherwise provided in this constitution, the Chairperson of a General Meeting may regulate the proceedings at the meeting as he or she sees appropriate.
- 11. CONTACT OFFICER**
- 11.1 The Contact Officer shall be a member of the Board and shall be appointed by the Board from time to time.
- 12. SPOKESPERSON**
- 12.1 No person other than the Chair or the Chief Executive may act as a spokesperson for TUANZ unless appointed by the Board.
- 13. REMOVAL OF BOARD MEMBERS**
- 13.1 Any member of the Board may be removed from office or position by resolution of the Members at a Special General Meeting of TUANZ called for that purpose.
- 14. SUBSCRIPTIONS**
- 14.1 Each Member shall pay such subscription or levy as fixed by the Board.
- 14.2 TUANZ shall give written notification to each Member as to the due date for payment of all subscriptions and levies and the amount thereof at least 20 days prior to such due date.
- 15. MEMBERS NOT PARTNERS**
- 15.1 The Members of TUANZ are not partners and therefore shall not in any way be liable for each other not withstanding any rules or regulations.
- 16. SUB-COMMITTEES**
- 16.1 The Board may convene sub-committees composed of Member representatives or other appropriate persons. The Board may delegate such powers to such sub-committees as the Board think fit.
- 17. FINANCES**
- 17.1 TUANZ shall cause proper books of accounts of TUANZ to be kept and shall record a true account of the financial transactions of TUANZ and of all receipts and expenditure and of the assets, credits and liabilities of TUANZ. Such accounts shall be available for inspection by any Member of TUANZ at any time during business hours upon reasonable prior notice. The accounts shall be subject to independent annual audit.
- 17.2 The Board shall empower the Chief Executive or such other person as may be authorised by the Board to draw and execute cheques on the TUANZ bank accounts or sums payable by TUANZ and authorised to be paid, but such cheques and sums payable shall be signed by two signatories authorised by the Board.
- 17.3 For the purposes of carrying out the objects of TUANZ the Board shall have power:
- i) to borrow or raise money on such terms and on such security as may be thought fit.
 - ii) to invest the moneys of TUANZ not immediately required, in or upon such investments, securities or property as may be thought fit.
- 18. ALTERATION OF CONSTITUTION**
- 18.1 The constitution of TUANZ may be altered, added to or rescinded at any time upon resolution of Members at a Special General Meeting of or the Annual General Meeting provided that any resolution passed is carried by not less than 75% of the voting rights of who are present at the Special General Meeting or the

Annual General Meeting, and providing that at least fourteen (14) days' notice in writing of the date, time, place and content of the proposed resolution has been sent to each Member. For the avoidance of doubt, the quorum for any meeting for this purpose shall be the same as per section 7.4 of this constitution.

19. INDEMNITY

19.1 Every Board member shall be indemnified to the maximum extent permitted by law and it shall be TUANZ's duty out of its funds to pay all costs, losses, charges, damages and expenses which any such Board member may in good faith incur or become liable for by reason of any contract entered into or act or deed done by him in good faith as such Board member in the discharge of his duties in accordance with these rules.

20. DISSOLUTION

20.1 For the dissolution of TUANZ the affirmative vote of Members representing a simple majority of the voting rights of Members shall be requisite provided that at least fourteen (14) days' notice in writing has been given to each member of TUANZ. Upon such dissolution all funds, property and effects standing to the credit of TUANZ shall be donated by TUANZ to a registered charity selected by the Board at their last meeting prior to the dissolution for the purpose of furthering education and knowledge in the field of telecommunications as appropriate to the aims and objectives of TUANZ.

21. COMMON SEAL

21.1 Where required by the Incorporated Societies Act, the Board shall provide for the safe custody of the common seal which shall only be used by the Board pursuant to a resolution of TUANZ. Every instrument to which the seal is affixed shall be signed by two (2) members of the Board.

Signature: _____

Name: _____

Office _____

Signature: _____

Name: _____

Office _____

Signature: _____

Name: _____

Office _____

SCHEDULE A

CONFIDENTIALITY

You shall maintain as confidential at all times and must not at any time, directly or indirectly disclose or permit to be disclosed to any person or make use of, any confidential information, except:

as required by law; or

- a) as is already or becomes public knowledge otherwise than as a result of your breach of this clause; or
- b) as authorised in writing by TUANZ; or
- c) that obtained by you

In this clause, '**confidential information**' means any information in any form relating directly or indirectly to research or development by, accounting for, or the marketing, strategies or the business of TUANZ and its members; or disclosed by TUANZ to you on the express basis that such information is confidential; or which might reasonably be expected by TUANZ to be confidential in nature. This clause shall survive the termination or expiry of the term of your office.

COPYRIGHT

You agree that TUANZ shall have an irrevocable licence to freely use any intellectual property in any material that you prepare for TUANZ during your term of office. This clause shall survive the termination or expiry of the term of your office.

Conflict of Interest

It is understood that members of the Board may have interests outside of their role on the TUANZ Board that from time to time may appear to give rise to conflicts of interest. Board members are required to bring such potential conflicts to the notice of the Board.

I _____ on _____ (date)

Being a TUANZ Board member accept the terms of the constitution and furnish the above declaration.