

**RULES of the**  
**ARROWTOWN VILLAGE ASSOCIATION INCORPORATED**  
**(An Incorporated Association)**

**1. NAME**

The name of the Association shall be "The Arrowtown Village Association Incorporated"

**2. CONSTITUTION**

2.1 The Association is an incorporated association of those members who may be admitted to membership in accordance with the provisions of rule 4 of these rules.

2.2 All members shall be bound by these rules.

2.3 Those members who shall be elected to or appointed to the Committee of the Association in accordance with the provisions of rule 5 of these rules shall during the term of their office hold the property of the association in trust for the members of the association.

**3. OBJECTIVES**

The objectives for which the Association is established are to:

3.1 To interest all people in Arrowtown and the surrounding Districts in the improvement of the amenities of the District and to interest itself particularly in all activities associated with the Community.

3.2 To give attention to such matters of public interest as may affect the District and residents of Arrowtown.

3.3 The investigation, discussion and action of any matters conducive to the welfare of the citizens of the District or any matters considered to be contrary to the interests of its citizens.

3.4 To exert pressure where necessary on local, regional and national authorities and the government to:

3.4.1 - Improve existing amenities and services, and/or

3.4.2 Implement new and necessary services in accordance with the growing needs of the local community.

3.5 Acquire by purchase, lease, hire or otherwise, any real or personal property or rights or privileges which may be considered necessary or expedient for attaining the objectives of the Association.

3.6 To promote, organise, regulate and hold festivals, carnivals, concerts, competitions and other activities

3.7 Conduct such social and fund raising activities as the Committee may from time to time approve.

3.8 Use the funds of the Association for, and do all such things as may be incidental or conducive to the attainment of the foregoing objectives or any of them.

3.9 Grant the use of the facilities and the equipment of the Association, upon such terms and conditions, and to such users as the Committee may from time to time think fit, and to formulate rules regulating the activities of such user.

3.10 Any income, benefit or advantage must be used to advance the objectives of the Arrowtown Village Association.

3.11 No member of the Arrowtown Village Association or anyone associated with a member, is allowed to take part in, or influence any decision made by the Arrowtown Village Association in

respect of payments to, or on behalf of; the member or associated person of any income, benefit or advantage.

3.12 Any payments made to a member of the Arrowtown Village Association, or person associated with a member, must be for goods or services that advance the objectives and must be reasonable and relative to payments that would be made between unrelated parties

#### **4. MEMBERSHIP**

##### 4.1. Classes of Membership

4.1.1 The membership of the Association shall be open to all persons who are in accord with the objectives of the Association

##### 4.2 Application for membership

4.2.1 Applications for membership shall be accepted in the form of a completed membership application form received by the Association together with payment of the current annual subscription, and in making such application the applicant shall be deemed to have agreed to be bound by these Rules and the Rules made pursuant hereto. Every application for membership shall be submitted to the committee for approval, and new members shall be admitted upon election by a majority of the committee.

##### 4.3 Termination of Membership

4.3.1 If any member shall be desirous of ceasing to be such, that member shall give notice in writing to the Secretary who, after acceptance by the Committee of such resignation, shall at once inform the member.

4.3.2 If any member shall make default in payment of subscriptions and other (if any) moneys due to the Association for a period of three months after written notice requiring payment of the same shall have been given to the member, the Committee shall terminate the membership of that member.

##### 4.4 Expulsion or Suspension from Membership

4.4.1 If the conduct of any member shall be reported as objectionable the Committee shall, on receiving a written complaint, or may on its own initiative, take the matter into consideration and notify the member of the complaint

4.4.2 If, after the member concerned has been heard, if that member so desires, and that members conduct shall be deemed by the Committee to be contrary to these Rules, or Inconsistent with the character, welfare or interests of the Association, or such as to render that member unfit to associate with members of the Association, the Committee shall have power by majority decision of its number present at the meeting, to expel or otherwise deal with the offending member, or to suspend that member for so long as the Committee shall think fit.

4.4.3 If such member shall feel aggrieved by the decision of the Committee, such member may within seven days after being notified thereof, appeal there from by notice in writing to the Secretary, and thereupon within ten days a Special General Meeting shall be convened, at which a report shall be presented by the Committee, the member concerned heard, and the matter determined by ballot. A majority of those valid votes cast by financial members present shall be required to carry any motion, either to confirm the action of the Committee or otherwise.

##### 4.5 Membership Register

The Association will keep a register of current members updating this in a timely manner for new members, resignations and terminations

## **5. COMMITTEE AND OFFICERS**

5.1 The management of the affairs and business of the Association shall be vested in a committee (in these Rules referred to as "The Committee"), consisting of the Officers, as hereinafter defined, and any other financial members of the Association who may be appointed from time to time.

5.2 The Officers of the Association shall be the Chairperson, the Deputy Chairperson, the Secretary, the Treasurer and the Immediate Past Chairperson.

## **6. ELECTION OF COMMITTEE**

6.1 The Officers (other than the Immediate Past Chairperson), and other members of the Committee shall be elected at each Annual General Meeting and shall respectively hold office until the next succeeding Annual General Meeting, when they shall retire, but be eligible for re- election.

6.2 The retiring Chairperson shall hold the office of Immediate Past Chairperson until the next ensuing Annual General Meeting or until a successor shall become qualified to hold that office.

6.3 Elections shall be constructed and declared in the following order

Chairperson

Secretary

Treasurer

Committee members

(Total committee of not less than five)

When more than the required number of candidates is nominated for any office, the election shall be by ballot.

6.4 The elected councillor or councillors of the Queenstown Lakes District Council Ward which includes Arrowtown, shall be 'ex officio' member of the committee and shall have voting rights at committee meetings.

6.5 At the first Committee meeting after the AGM the Committee will from their members elect a Deputy Chairperson and may elect any other office bearer as required.

## **7. VACANCIES**

7.1 The committee shall have the power to fill any casual vacancy occurring thereon.

7.2 The Committee shall have the power to co-opt additional members onto the committee who, at the determination of the committee shall or shall not have voting rights at meetings of the committee.

## **8 SECRETARY AND TREASURER**

8.1 Secretary

8.1.1 The Secretary shall summon and attend all General Meetings and Meetings of the Committee and keep Minutes of the proceedings thereof, conduct correspondence and shall generally perform such other duties and functions as are usual to this office.

8.2 Treasurer

8.2.1 The Treasurer shall collect and account for all subscriptions and other moneys payable to the Association, bank the same to credit of the Association's banking account, disburse the moneys of the Association under authority of the Committee, and keep proper accounts of the financial affairs of the Association, submit accounts payable by the Association for the approval of the Committee before payment, and report each meeting of the Committee the state of the Association's finances, and shall immediately after the close of each financial year, prepare and submit to audit the Statements of Account and Balance Sheet for the year and present the same to the Annual General Meeting.

## **9 GENERAL MATTERS**

### **9.1 Annual General Meeting**

9.1.1 The Annual General Meeting of the Association shall be held on such day and at such place and hour as the Committee shall fix and determine. The business of the meeting shall be to receive the Annual Report, Statement of Accounts and Balance Sheet for the preceding year, to elect and appoint office-bearers for the ensuing year, to consider and deal with notices of motion and to transact any other general business of the Association.

### **9.2 General Meeting**

9.2.1 A General Meeting of the Association may at any time be summoned upon the order of the Committee and shall be held on such day and at such place and hour as the Committee shall fix and determine. The business of the meeting shall to deal with with notices of motion and to transact any other general business of the Association.

### **9.3 Special General Meeting**

9.3.1 A Special General Meeting, at which only the business for which the meeting was convened may be dealt with, may at any time be summoned upon the order of the Committee, and shall be summoned within ten days after the receipt by the Secretary of a written requisition in that behalf, signed by at least ten financial members and setting forth in the form of a motion or motions the objective or objectives of such meeting.

9.3.2 If the Committee does not within the said period of ten days, convene a Special General Meeting, the requisitioners, or any of them may, subject to the provisions of these Rules as to notice, convene the same.

### **9.4 Notices of Meetings**

9.4.1 Each notice will be given in writing of every Annual General Meeting, General Meeting and Special General Meeting specifying the place, day and hour of the meeting, and the nature of the business to be considered there at.

9.4.2 Each notice will be published in a local newspaper circulating in the Arrowtown District. In addition the committee may determine to publish each notice in other available media.

#### **9.4.3 Length of Notice**

9.4.3.1 At least fourteen days for each Annual General Meeting and General Meeting.

9.4.3.2 At least five days for each Special General Meeting.

### **9.5 Chairperson**

9.5.1 The Chairperson, or if that person is absent or unwilling to act, the Deputy Chairperson, shall preside at all General Meetings, provided however, that if neither of these officers be present or willing to act, the meeting shall appoint some financial member present to act as its Chairperson.

### **9.6 Procedure**

9.6.1 At all General Meetings every financial member personally present shall on each question have one vote, and in the case of an equality of votes, the Chairperson shall have a further or casting vote which, if exercised, shall be cast, except for elections when there shall be a re-ballot, with regard to the status quo.

9.6.2 Except for contested elections of office-bearers, or as otherwise provided by these Rules, voting at General meetings shall be on the voices or, if the Chairperson or any two members present and entitled to vote, shall so require, by show of hands, or by secret ballot, as the case may be.

### **9.7 Minutes**

9.7.1 The Chairpersons declaration as to the result of the voting and an entry, duly confirmed as hereinafter provided, to that effect in the minutes of the proceedings, shall be conclusive of the terms of any resolution of a General Meeting, and of its having been passed or rejected.

9.7.2 The Minutes of each General Meeting shall be provisionally confirmed at the ensuing meeting of the Committee.

## **10 POWERS OF THE COMMITTEE**

10.1 Without prejudice to the general powers by these rules conferred upon it, the Committee shall have power to do all acts and things which it may consider proper or expedient for accomplishing the objectives and carrying on the affairs of the Association, and in particular, shall have specific power to:

10.1.1 Control, manage or expend the funds of the Association, including power to invest or otherwise deal with such funds not currently required, and to incur such liability on behalf of the Association as it may think necessary or expedient in the furtherance of the objectives of the Association

10.1.2 Appoint from its own members or otherwise, such sub-committee as it may from time to time deem necessary or proper. The Chairperson, or in the Chairperson's absence, a Deputy Chairperson, shall be ex-officio a member of every such committee.

10.1.3 Waive or reduce subscription for a member.

10.2 Every resolution of the Committee which is not inconsistent with, or does not purport to repeal or alter anything contained in the rules of this Association, or any resolution of any General Meeting of the Association, shall be binding on all members of the Association unless and until set aside by a resolution of a General Meeting of the Association.

## **11 QUORUMS**

11.1 The Quorum for all General Meetings shall be ten and for any Committee Meeting of the Association shall be five.

11.2 No business shall be transacted at any General Meeting unless a Quorum shall be present, except that those present may fix a date and venue for the reconvening of the meeting.

11.3 If a Quorum is not present within an hour after the time appointed for the meeting, the meeting; if convened upon the requisition of members, shall be dissolved. In every other case, it shall stand adjourned to another day, time and place to be fixed by the Chairperson on adjourning the meeting. If, at the adjourned meeting, a Quorum is not present within half an hour after the time appointed for the meeting, the members present shall be a Quorum.

## **12 SUBSCRIPTIONS**

12.1 The annual subscription shall be due and payable by members on or before the 30th day of June In every year or on or before the anniversary of the date first became a member, shall be such sum as shall from time be prescribed by the Association in General Meeting and in the event the same is not prescribed at any Annual General Meeting shall be the sum which had last been prescribed at an Annual General Meeting of the Association.

12.2 If the annual subscription of any member and any other moneys owing by him to the Association shall remain unpaid three months after due date, the Committee shall terminate the membership of that member.

## **13 INDEMNITY**

13.1 The Committee and other officers of the Association shall be indemnified by the Association against all reasonable disbursements, expenses, liabilities and losses incurred by them in or about the discharge of their duties, except such as happen from their own wilful act, neglect or default.

## **14 ALTERATIONS TO RULES**

14.1 These Rules shall be amended, added to, or rescinded only by a resolution in that behalf passed by a simple majority of the Financial members present and entitled to vote at an Annual General Meeting, or a Special General Meeting convened for that purpose, provided that written

notice of the proposed amendment, addition or recession shall have been given to the Secretary not less than fourteen days before the meeting.

#### **15 WINDING-UP**

15.1 In the event of the winding-up of the Association the funds and assets of the Association remaining after payment and satisfaction of its debts and liabilities, and the costs and expenses of winding-up, shall be distributed by the Association in General Meeting for a charitable purpose or purposes of benefit of the community.

15.2 If any property remains after the winding up or dissolution of the Arrowtown Village Association and the settlement of all its debts and liabilities, that property must be given or transferred to another organization that is charitable under New Zealand law or some other charitable purpose recognised under New Zealand law.

#### **16. INCOME OF ASSOCIATION**

16.1 No part of the income or other funds of the Association shall be used or available to be used for the private pecuniary profit of any member or members of the Association.

16.2 No member of the organisation, or anyone associated with a member, is allowed to take part in, or influence any decision made by the organisation in respect of payments, to, or on behalf of, the member or associated person of any income, benefit or advantage.

16.3 Any payments made to a member of the organisation, or person associated with a member, must be for goods or services that advance the objectives and must be reasonable and relative to payments that would be made between unrelated parties.

#### **17 MATTERS NOT PROVIDED FOR**

17.1 If any matter shall arise which is not, or which in the opinion of the Committee is not provided for by or under these Rules, the same shall be determined by the Committee in such manner as it shall deem fit, and every such determination shall be binding upon the Association and its members, unless and until set aside by a resolution of a General Meeting.

#### **18 REPEALS AND SAVINGS**

18.1 The Rules (if any) of the Association as operative at the date of adoption of these Rules, are hereby repealed, but all existing appointments to Office, and all acts of authority which originated thereunder and are subsisting or in force on the coming into operation of these Rules, shall ensure as if they had originated under these Rules.

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