



AUCKLAND BOYS' CHOIR

Auckland Boys' Choir Incorporated

CONSTITUTION

February 2026

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Name

1. The name of the Society is Auckland Boys' Choir Incorporated (in this **Constitution** referred to as the '**Choir**').

Definitions

2. In this **Constitution**, unless the context requires otherwise, the following words and phrases have the following meanings:

'Act' means the Incorporated Societies Act 2022 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.

'Annual General Meeting' means a meeting of the **Members** of the **Choir** held once per year which, among other things, will receive and consider reports on the **Choir's** activities and finances.

'Chairperson' means the **Officer** responsible for chairing **Annual** and **Special General Meetings** and **Board of Management** meetings, and who provides leadership for the **Choir**.

'Choir' means the Auckland Boys' Choir Incorporated.

'Board of Management' means the **Choir's** governing body.

'Constitution' means the rules in this document.

'Financial year' means the year from 1 January each year to 31 December in that same year.

'Honorary Life Member' shall be any person who in the opinion of the **Board of Management** has rendered outstanding service to the **Choir**

'Interested Member' means a **Member** who is interested in a matter for any of the reasons set out in section 62 of the **Act**.

'Interests Register' means the register of interests of **Officers**, kept under this **Constitution** and as required by section 73 of the **Act**.

'Matter' means—

1. the **Choir's** performance of its activities or exercise of its powers; or
2. an arrangement, agreement, or contract (a transaction) made or entered into, or proposed to be entered into, by the **Choir**.

'Member' means a person who has consented to become a **Member** of the **Choir** and has been properly admitted to the **Choir** who has not ceased to be a **Member** of the **Choir**. They will be designated a Participating, Voting or Honorary Life Member.

'Music Director' means the person contracted to undertake that role under the terms of this Constitution, the **Music Director** is not a **Member** but is an **Officer**.

'Notice' to **Members** includes any notice given by hand, email, post, or courier.

'Officer' means a natural person who is:

- a member of the **Board of Management**; or
- occupying a position in the **Choir** that allows them to exercise significant influence

over the management or administration of the **Choir**, including any **Music Director** or Treasurer.

‘Participating Members’ shall be those boys that have passed the probation period and have become full singing boys and who have paid their Choir tuition fees as fixed from time to time.

‘Register of Members’ means the register of **Members** kept under this **Constitution** as required by section 79 of the **Act**.

‘Registrar’ means the Registrar of Incorporated Societies.

‘Secretary’ means the **Officer** responsible for the matters specifically noted in this **Constitution**.

‘Special General Meeting’ means a meeting of the **Members**, other than an **Annual General Meeting**, called for a specific purpose or purposes.

‘Term’ means the terms set for teaching at public New Zealand High Schools in Auckland.

‘Voting Members’ shall be any interested person who applies to become a Member and is accepted by either the present Voting Members at a general meeting or by a majority of the **Board of Management** and who pays the required subscription as fixed from time to time.

‘Working Days’ means as defined in section 13 of the Legislation Act 2019.

‘Year’ means the **Choir’s Financial year**.

Purposes

3. The primary purposes of the **Choir** are to—
 - 3.1. Provide the finest possible training for boys in the Auckland Metropolitan Area in music education, vocal production, singing and performance;
 - 3.2. Perform for the benefit of the public and enhance the quality of the community;
 - 3.3. Maintain the historic tradition of singing boys;
 - 3.4. Regularly perform and present the highest quality repertoire in performance; and
 - 3.5. Provide for talented boys and environment in which to develop self-discipline, teamwork, leadership skills and a strong commitment to excellence in addition to musical skills.
4. The **Choir** must not operate for the purpose of, or with the effect of distributing, any gain, profit, surplus, dividend, or other similar financial benefit to any of its **Members** (whether in money or in kind); or having capital that is divided into shares or stock held by its **Members**; or holding, property in which its members have a disposable interest (whether directly, or in the form of shares or stock in the capital of the Choir or otherwise).
5. The **Choir** will not operate for the financial gain of **Members** simply if the **Choir**—
 - 5.1. engages in trade;
 - 5.2. reimburses a **Member** for reasonable expenses legitimately incurred on behalf of the **Choir** or while pursuing the **Choir’s** purposes;
 - 5.3. pays a **Member** a salary or wages or other payments for services to the **Choir** on

arm's length terms (terms reasonable in the circumstances if the parties were connected or related only by the transaction in question, each acting independently, and each acting in its own best interests; or are terms less favourable to the **Member** than those terms and the payment for services, or other transaction, does not include any share of a gain, profit, or surplus, percentage of revenue, or other reward in connection with any gain, profit, surplus, or revenue of the **Choir**); and

- 5.4. provides a **Member** with incidental benefits (for example, trophies, prizes, or discounts on products or services) in accordance with the purposes of the **Choir**.

Act and Regulations

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

Registered office

7. The registered office of the **Choir** shall be at such place in New Zealand as the **Board of Management** from time to time determines. Changes to the registered office shall be notified to the **Registrar** at least 5 working days before the change of address for the registered office is due to take effect, and in a form and as required by the **Act**.

Contact person

8. The Choir shall have at least 1 but no more than 3 contact person(s) whom the **Registrar** can contact when needed.
 - 8.1. The **Choir's** contact person must be at least 18 years of age, ordinarily resident in New Zealand and be a member of the **Board of Management**. A contact person shall be appointed by the **Board of Management**;
 - 8.2. Each contact person's name must be provided to the **Registrar** along with their contact details, including a physical address or an electronic address and a telephone number; and
 - 8.3. Any change in that contact person or that person's name or contact details shall be advised to the **Registrar** within 20 **Working Days** of that change occurring, or the **Choir** becoming aware of the change.

Members

Minimum number of members

9. The **Choir** shall maintain a minimum of 10 **Members** (section 74 of the **Act**). Only individual persons may become **Members** of the **Choir**; **Choir** membership is not open to organisations of any sort.

Becoming a member: consent

10. Every applicant for membership must consent in writing to becoming a Member.

Becoming a member: process

11. An applicant for membership must complete and sign an application form and supply any information as may be reasonably required by the **Board of Management** regarding an application for membership and will become a **Member** on acceptance of that application by the **Board of Management**. The **Board of Management** may decline the membership application of any person whose intentions are in direct contradiction with the **Choir's** purposes as outlined in clause 3 of this **Constitution** and must advise the applicant of that decision. The signed written consent of every **Member** to become a **Choir Member** shall be retained in the **Choir's** membership records.

Members' obligations and rights

12. Every **Member** shall provide the **Choir** in writing with that **Member's** name and contact details (namely, physical or email address and a telephone number) and promptly advise the **Choir** in writing of any changes to those details.
13. All **Members** shall promote the interests and purposes of the **Choir** and shall do nothing to bring the **Choir** into disrepute.
14. A **Member** is only entitled to exercise the rights of membership (including attending and voting at **Annual** or **Special General Meetings** if they are a **Voting or Honorary Member**, accessing or using the **Choir's** premises, facilities, equipment and other property, and participating in **Choir** activities) if all fees have been paid to the **Choir** by their respective due dates.
15. The **Board of Management** 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 **Choir**, and to participate in **Choir** activities, including any conditions of and fees for such access, use or involvement.

Ceasing to be a member

16. A **Member** ceases to be a **Member**—
 - 16.1. by resignation from that **Member's** membership by written notice signed by that **Member** to the **Board of Management**;
 - 16.2. on termination of a **Member's** membership following a dispute resolution process under this **Constitution**;
 - 16.3. on death; and
 - 16.4. by resolution of the **Board of Management** where—
 - 16.4.1. The **Member** has failed to pay a fee and the **Member's** membership has been terminated in accordance with clause 24 of this **Constitution**; or
 - 16.4.2. In the opinion of the **Board of Management** the **Member** has brought the **Choir** into disrepute.
17. The **Member** shall cease to be a **Member** with effect from (as applicable)—
 - 17.1. the date of receipt of the **Member's** notice of resignation by the **Board of Management** (or any subsequent date stated in the notice of resignation);

- 17.2. the date of termination of the **Member's** membership under this **Constitution**;
- 17.3. the date of death of the **Member**; or
- 17.4. the date specified in a resolution of the **Board of Management**; and when a **Member's** membership has been terminated, the **Board of Management** shall promptly notify the former **Member** in writing.

Becoming a Member again

18. Any former **Member** may apply for re-admission in the manner prescribed for new applicants, and may be re-admitted only by resolution of the **Board of Management**; but, if a former **Member's** membership was terminated following a disciplinary or dispute resolution process, the applicant may be re-admitted only by a resolution passed at a **Special General Meeting** on the recommendation of the **Board of Management**.

Subscriptions and fees

19. The **Board of Management** must set the membership fees for each **year** prior to the beginning of the **year** and publish that decision to the **Members**.
20. The level of fees set must take into account the purposes of the **Choir** (see clause 3), especially the educational and personal development of boys with respect of singing purpose of the **Choir**, and that some members of the community are not able to pay high fees.
21. The **Board of Management** may set the fees so that certain categories of **Members' fees** are less than others (for example lesser fees for **Members** who are not in paid employment) and may permit potential members to attend a specified number of rehearsals, without paying fees, prior to formally joining the **Choir**.
22. The **Board of Management** may, in confidence, agree with a request from a **Member** who is suffering financial hardship to reduce or eliminate the membership fee for that **Member** for any specified period of time whilst the **Member's** membership and involvement in the **Choir** continues.
23. The fees must be set in a manner that enables them to be paid in one of two methods at the **Member's** sole discretion, being either-
 - 23.1. An annual fee payable before the first rehearsal each **Year** which entitles that person to be a financial member for that **Year**; or
 - 23.2. A **Term** fee payable before the first rehearsal each **Term** which entitles that person to be a financial member until the next **Term's** fee becomes due.
24. Any **Member** failing to pay the fees as defined in clause 23 of this **Constitution** within two calendar month(s) of the date the fee was due for payment shall be considered as unfinancial and shall (without being released from the obligation of payment) have no membership rights and, subject to the decision of the **Board of Management**, may not be entitled to participate in any **Choir** activity or to access or use the **Choir's** premises, facilities, equipment and other property until all the arrears are paid. If such arrears are not paid within six calendar months of the due date for payment of the fees, the **Board of**

Management may terminate the **Member's** membership (without being required to give prior notice to that **Member**).

Special General meetings

25. **Special General Meetings** may be called at any time by the **Board of Management** by resolution.
26. The **Board of Management** must call a **Special General Meeting** if it receives a written request signed by at least ten percent of **Members**.
27. Any resolution or written request must state the business that the **Special General Meeting** is to deal with.

Procedures for all Special General Meetings

28. The **Board of Management** shall give all **Members** at least 20 **Working Days'** written **Notice** of any **Special General Meeting** and of the business to be conducted at that **Special General Meeting**. That **Notice** must be addressed to the **Member** at the contact address or email address notified to the **Choir** and recorded in the **Choir's Register of Members**. The **Special General Meeting** and its business will not be invalidated simply because one or more **Members** do not receive the **Notice** of the **Special General Meeting**.

Quorum at Special General Meetings

29. No **Special General Meeting** may be held unless at least 10 eligible **Voting and Honorary Life Members** attend throughout the meeting and 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.
 - 29.1. In any other case it shall stand adjourned to a day, time and place determined by the **Chairperson** of the **Choir**, and if at such adjourned meeting a quorum is not present those **Voting and Honorary Life Members** present in person shall be deemed to constitute a sufficient quorum; and
 - 29.2. Any decisions made when a quorum is not present are not valid.

Attendance and voting

30. Only **Voting and Honorary Life Members** who have fully paid all fees may attend, speak and vote at **Special General Meetings** which must be in person, and no proxy voting shall be permitted. A **Member** is entitled to exercise one vote on any motion at a **Special General Meeting** and voting at a **Special General Meeting** shall be by voices or by show of hands or, on demand of the **Chairperson** or of 2 or more **Members** present, by secret ballot.
31. All questions shall be decided by a simple majority of those in attendance in person and voting at a **Special General Meeting** or voting by remote ballot in accordance with clause 32 of this **Constitution**.

Written resolutions

32. The **Choir** may pass a written resolution in lieu of a **Special General Meeting**, and a written resolution is as valid for the purposes of the **Act** and this **Constitution** as if it had

been passed at a **Special General Meeting** if it is approved by no less than 75 percent of the **Voting** and **Honorary Life Members** who are entitled to vote on the resolution. A written resolution may consist of 1 or more documents in similar form (including letters, electronic mail, or other similar means of communication) each proposed by or on behalf of 1 or more **Members**. A **Member** may give their approval to a written resolution by signing the resolution or giving approval to the resolution by electronic means, i.e., a return email from that member's email address saying "Approved".

Chairing Special General Meetings

33. All **Special General Meetings** shall be chaired by the **Chairperson**. If the **Chairperson** is absent, the meeting shall elect another member of the **Board of Management** to chair that meeting. Any person chairing a **Special General Meeting** has a deliberative and, in the event of a tied vote, a casting vote.
34. Any person chairing a **Special General Meeting** may —
 - 34.1. With the consent of a simple majority of **Voting** and **Honorary Life Members** present at any **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 **Special General Meeting** other than the business left unfinished at the meeting from which the adjournment took place;
 - 34.2. Direct that any person not entitled to be present at the **Special General Meeting**, or obstructing the business of the **Special General Meeting**, or behaving in a disorderly manner, or being abusive, or failing to abide by the directions of the Chairperson be removed from the **Special General Meeting**; and
 - 34.3. In the absence of a quorum or in the case of emergency, adjourn the **Special General Meeting** or declare it closed.

Minutes

35. The **Choir** must keep minutes of all **Annual** and **Special General Meetings** and **Board of Management** meetings in the **Choir** minute book (which may be electronic).

Annual General Meetings

When Annual General Meetings are to be held

36. An **Annual General Meeting** shall be held once a year on a date (usually in the first quarter of each year) and at a location determined by the **Board of Management**. Consistent with any requirements in the **Act**, and this **Constitution** the procedure to be followed at **Special General Meetings** (clauses 28 to 34) shall apply. The **Annual General Meeting** must be held no later than the earlier of 6 months after the balance date of the **Choir** or 15 months after the previous annual meeting.

Business of an Annual General Meeting

37. The business of an **Annual General Meeting** shall be to—
 - 37.1. confirm the minutes of the last Annual General Meeting and any Special General

Meeting(s) held since the last Annual General Meeting;

- 37.2. adopt the annual report on the operations and affairs of the Choir;
 - 37.3. adopt the **Board of Management**'s report on the finances of the **Choir**, and the annual financial statements;
 - 37.4. consider any motions of which prior notice has been given to **Members** within the notice of the **Annual General Meeting**; and
 - 37.5. consider any general business (during general business, the **Chairperson** may refuse to allow consideration of any contentious issues for which prior notice should have been given to enable **Members** to consider the matter appropriately).
38. The **Board of Management** must, at each **Annual General Meeting**, present the following information—
- 38.1. an annual report on the operation and affairs of the **Choir** during the most recently completed accounting period;
 - 38.2. the annual financial statements for that period; and
 - 38.3. notice of any disclosures of conflicts of interest made by **Officers** during that period (including a summary of the matters, or types of matters, to which those disclosures relate).

Board of Management

Board of Management composition

39. The **Board of Management** will consist of at least 3 **Officers** and no more than 10 **Officers**. All the members of the **Board of Management** must be **Members** of the Choir and are subject to the qualifications set out in Clause 50 of this constitution.
40. The **Music Director** shall be, ex-officio, a member of the **Board of Management** (in addition to those specified in clause 39) and may attend all **Annual General Meetings**, **Special General Meetings** and **Board of Management** meetings and may participate fully in all discussions.
 - 40.1. The **Music Director** may count as a member for constituting a quorum of a **Board of Management** meeting but not at an **Annual General Meeting** or **Special General Meetings**; and
 - 40.2. The **Music Director** shall not be entitled to vote at any meetings.

Functions of the Board of Management

41. From the end of each **Annual General Meeting** until the end of the next, the **Choir** shall be managed by, or under the direction or supervision of, the **Board of Management**, in accordance with the **Act**, any Regulations made under the **Act**, and this **Constitution**.

Powers of the Board of Management

42. The **Board of Management** has all the powers necessary for managing — and for directing and supervising the management of — the operation and affairs of the **Choir**, subject to

such modifications, exceptions, or limitations as are contained in the **Act** or in this **Constitution**.

43. The **Board of Management** may at any time, by majority vote, appoint a Patron or such other honorary position that they assess will further the purposes of the **Choir**.

General matters: Board of Management

44. The **Board of Management** may act by resolution approved during a conference call using audio and/or audio-visual technology or through a written ballot conducted by email, electronic voting system, or post, and any such resolution shall be recorded in the minutes of the next **Board of Management** meeting. Other than as prescribed by the **Act** or this **Constitution**, the **Board of Management** may regulate its proceedings as it thinks fit.

Procedure - Board of Management meetings

45. The quorum for **Board of Management** meetings is at least one third of the number of members of the **Board of Management** and may include the **Music Director**.
46. A meeting of the **Board of Management** may be held either by a number of the members of the **Board of Management** who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or by means of audio, or audio and visual, communication by which all members of the **Board of Management** participating and constituting a quorum can simultaneously hear each other throughout the meeting.
47. A resolution of the **Board of Management** is passed at any meeting of the **Board of Management** if a majority of the votes cast on it are in favour of the resolution. Every **Officer** on the **Board of Management** (except the **Music Director**) shall have one vote.
48. If at a meeting of the **Board of Management**, the **Chairperson** is not present, the members of the **Board of Management** present may choose one of their number to be chairperson of the meeting. The chairperson does have a casting vote in the event of a tied vote on any resolution of the **Board of Management**.

Frequency

49. The **Board of Management** shall meet as required 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 **Chairperson** or **Secretary**.
50. The **Secretary**, or other **Board of Management** member nominated by the **Board of Management**, shall give to all **Board of Management** members not less than 5 **Working Days'** notice of **Board of Management** meetings, but in cases of urgency a shorter period of notice shall suffice.

Officers

Qualifications of officers

51. Every **Officer** must be a natural person who—
 - 51.1. has consented in writing to be an **Officer** of the **Choir**;
 - 51.2. certifies that they are not disqualified from being elected or appointed or

otherwise holding office as an **Officer** of the **Choir**; and

51.3. Each certificate shall be retained in the **Choir's** records.

52. **Officers** must not be disqualified under section 47(3) of the **Act** from being appointed or holding office as an **Officer** of the **Choir**, namely—

52.1. a person who is under 16 years of age;

52.2. a person who is an undischarged bankrupt;

52.3. 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, or any other similar legislation;

52.4. a person who is disqualified from being a member of the governing body of a charitable entity under the Charities Act 2005;

52.5. a person who has been convicted of any of the following, and has been sentenced for the offence, within the last 7 years—

52.5.1. an offence under subpart 6 of Part 4 of the **Act**;

52.5.2. a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961);

52.5.3. an offence under section 143B of the Tax Administration Act 1994;

52.5.4. an offence, in a country other than New Zealand, that is substantially similar to an offence specified in subclauses 52.5.1 to 52.5.3 of this **Constitution**;

52.5.5. a money laundering offence or an offence relating to the financing of terrorism, whether in New Zealand or elsewhere;

52.5.6. a person subject to:

52.5.6.1. a banning order under subpart 7 of Part 4 of the **Act**; or

52.5.6.2. an order under section 108 of the Credit Contracts and Consumer Finance Act 2003; or

52.5.6.3. a forfeiture order under the Criminal Proceeds (Recovery) Act 2009;
or

52.5.6.4. 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.

52.5.7. a person who is subject to an order that is substantially similar to an order referred to in subclause 52.5.6 of this **Constitution** under a law of a country, State, or territory outside New Zealand that is a country, State, or territory prescribed by the regulations (if any) of the Act.

Officer's Duties

53. At all times each **Officer**:

- 53.1. shall act in good faith and in what he or she believes to be the best interests of the **Choir**;
- 53.2. must exercise all powers for a proper purpose;
- 53.3. must not act, or agree to the **Choir** acting, in a manner that contravenes the **Act** or this **Constitution**;
- 53.4. when exercising powers or performing duties as an **Officer**, 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:
 - 53.4.1. the nature of the **Choir**;
 - 53.4.2. the nature of the decision; and
 - 53.4.3. the position of the **Officer** and the nature of the responsibilities undertaken by him or her.
- 53.5. must not agree to the activities of the **Choir** being carried on in a manner likely to create a substantial risk of serious loss to the **Choir** or to the **Choir's** creditors, or cause or allow the activities of the **Choir** to be carried on in a manner likely to create a substantial risk of serious loss to the **Choir** or to the **Choir's** creditors; and
- 53.6. must not agree to the **Choir** incurring an obligation unless he or she believes at that time on reasonable grounds that the **Choir** will be able to perform the obligation when it is required to do so.

Officers' and Members' Indemnities

54. The **Officers** shall at all times be held indemnified by the **Choir** from and against all claims, acts, proceedings and damages made, suffered or sustained by an **Officer** as a result of his or her carrying out their duties, as specified in clause 52 of this **Constitution**, whilst acting in good faith and in what they believe to be in the best interests of the **Choir**. For clarity, the **Music Director** is an **Officer** and this indemnity applies to the person in that role.
55. No **Member** shall have any personal liability in respect of any contract or other obligation made or incurred by the **Choir**.

Election or appointment of officers

56. The election of **Officers** (except the **Music Director**) shall be conducted as follows:
 - 56.1. **Officers** shall be elected during **Annual General Meetings**. One of the **Officers** shall be elected to be the **Chairperson** of the Choir;
 - 56.2. Elected **Officers** shall be appointed as Secretary and Treasurer (or Secretary-Treasurer if desired), Manager and Old Boys' Representative by resolution of the **Board of Management**;
 - 56.3. The Music Director will be appointed by the Board of Management as set out in clause 56;
 - 56.4. The Auckland Boys' Choir Trustee Board of Management member will be appointed by the Trustees of the Auckland Boys' Choir Trust;

- 56.4.1. If a vacancy in the position of any **Officer** occurs between **Annual General Meetings**, that vacancy shall be filled by resolution of the **Board of Management**;
- 56.4.2. 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 an **Officer** (as described in clause 50 above); and
- 56.4.3. Any such appointment must be ratified at the next **Annual General Meeting**.
- 56.5. A candidate's written nomination, accompanied by the written consent of the nominee with a certificate that the nominee is not disqualified from being appointed or holding office as a **Officer** (as described in clause 50 above), shall be received by the **Choir** at least 5 **Working 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**.
- 56.6. 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 of Management** (excluding those in respect of whom the votes are tied).
- 56.7. If a secret ballot is held, two **Members** (who are not nominees) appointed by the **Chairperson** shall act as scrutineers for the counting of the votes and destruction of any voting papers.
- 56.8. The failure for any reason of any **Member** to receive the **Notice** of the **Annual General Meeting** shall not invalidate the election.
- 56.9. In addition to **Officers** elected under the foregoing provisions of this **Constitution**, the **Board of Management** may appoint up to three other **Members** to be **Officers** for a specific purpose, or for a limited period, or generally until the next **Annual General Meeting**. Unless otherwise specified by the **Board of Management** any **Member** so appointed shall have full speaking and voting rights as an **Officer** of the **Choir**. 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 an **Officer** (as described in clause 50 above).

Officer - Music Director

- 57. The **Board of Management** shall contract a person with appropriate qualifications and extensive experience in directing a choir and teaching choir singing to be the **Choir's Music Director**.
- 58. The role of the **Music Director** shall be to, with assistance from the **Board of Management** –
 - 58.1. Plan each **Year's** rehearsal and concert programme including the songs to be learnt and performed;
 - 58.2. Teach the songs to the **Choir** at rehearsals and lead and conduct the **Choir** at rehearsals and concerts;
 - 58.3. Advise the **Board of Management** on all matters relating to the musical and

performance aspects of the **Choir's** activities, including the contracting of appropriate people to provide musical accompaniment of the **Choir** at rehearsals and concerts, or to undertake other activities at concerts such as lighting, sound engineering or photography; and

58.4. Assist the **Board of Management** to find, and appropriately contract, a replacement **Music Director** whenever the **Music Director** will be absent from a rehearsal or concert.

59. The **Music Director** must not be a **Member** of the **Choir**; shall therefore not be required to pay fees in accordance with clause 23 of this Constitution; and shall be remunerated for her/his work according to a contract for services between the **Music Director** and the **Board of Management**.

Term

60. The term of office for all **Officers** elected to the **Board of Management** shall be 1 year, expiring at the end of the next **Annual General Meeting**.

61. No **Chairperson** shall serve for more than 7 consecutive years as **Chairperson**.

62. The **Music Director** shall serve for the term agreed in the contract for services entered into between that person and the **Board of Management**.

Removal of officers

63. An **Officer** shall be removed as an **Officer** by resolution of the **Board of Management** or the **Choir** where, in the opinion of the **Board of Management** or the **Choir**, the **Officer** elected to the **Board of Management** has been absent from 3 Board of Management meetings without leave of absence from the **Board of Management**. The removal shall take effect from (as applicable) the date specified in a resolution of the **Board of Management** or **Choir**.

Ceasing to hold office

64. An **Officer** ceases to hold office when they resign (by notice in writing to the **Board of Management**), are removed, die, or otherwise vacate office in accordance with section 50(1) of the **Act**. Each **Officer** shall within 10 Working Days of submitting a resignation or ceasing to hold office, deliver to the **Board of Management** all books, papers and other property of the **Choir** held by such former **Officer**.

Conflicts of interest

65. An **Officer** who is an **Interested Member** in respect of any **Matter** being considered by the **Choir**, must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the **Board of Management** and in an **Interests Register** kept by the **Board of Management**. Disclosure must be made as soon as practicable after the **Officer** becomes aware that they are interested in the **Matter**.

66. An Officer who is an Interested Member regarding a Matter—

66.1. must not vote or take part in the decision of the **Board of Management** relating to the

Matter unless all members of the **Board of Management** who are not interested in the **Matter** consent; and

66.2. must not sign any document relating to the entry into a transaction or the initiation of the **Matter** unless all members of the **Board of Management** who are not interested in the **Matter** consent; but

66.3. may take part in any discussion of the **Board of Management** relating to the **Matter** and be present at the time of the decision of the **Board of Management** (unless the **Board of Management** decides otherwise).

67. However, an **Officer** 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.

68. Where 50 per cent or more of **Officers** are prevented from voting on a **Matter** because they are interested in that **Matter**, the **Board of Management** shall consider and determine the **Matter**.

Records

Register of Members

69. The **Choir** shall keep an up-to-date **Register of Members**.

69.1. For each current **Member**, the information contained in the **Register of Members** shall include —

69.1.1. Their name;

69.1.2. The date on which they became a **Member** (if there is no record of the date they joined, this date will be recorded as ‘Unknown’); and

69.1.3. Their contact details, including —

69.1.3.1. A physical address and an email address; and

69.1.3.2. A telephone number.

69.1.4. The register will also include whether the **Member** is financial or unfinancial.

69.2. Every current **Member** shall promptly advise the **Choir** of any change of the **Member’s** contact details.

70. The **Choir** shall also keep a record of the former **Members** of the **Choir**. For each **Member** who ceased to be a **Member** within the previous 7 years, the **Choir** will record the former **Member’s** name, and the date the former **Member** ceased to be a **Member**.

Interests Register

71. The **Board of Management** shall at all times maintain an up-to-date **Interests Register** of the interests disclosed by **Officers**.

Access to information for members

72. A **Member** may at any time make a written request to the **Choir** for information held by the

Choir. The request must specify the information sought in sufficient detail to enable the information to be identified.

73. The **Choir** must, within a reasonable time after receiving a request —
 - 73.1. provide the information; or
 - 73.2. agree to provide the information within a specified period; or
 - 73.3. agree to provide the information within a specified period if the **Member** pays a reasonable charge to the **Choir** (which must be specified and explained) to meet the cost of providing the information; or
 - 73.4. refuse to provide the information, specifying the reasons for the refusal.
74. Without limiting the reasons for which the **Choir** may refuse to provide the information, the **Choir** may refuse to provide the information if —
 - 74.1. withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons; or
 - 74.2. the disclosure of the information would, or would be likely to, prejudice the commercial position of the **Choir** or of any of its **Members**; or
 - 74.3. 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 **Choir**; or
 - 74.4. the information is not relevant to the operation or affairs of the **Choir**; or
 - 74.5. withholding the information is necessary to maintain legal professional privilege; or
 - 74.6. the disclosure of the information would, or would be likely to, breach an enactment; or
 - 74.7. the burden to the **Choir** 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
 - 74.8. the request for the information is frivolous or vexatious; or
 - 74.9. the request seeks information about a dispute or complaint which is or has been the subject of the procedures for resolving such matters under this **Constitution** and the **Act**.
75. If the **Choir** requires the **Member** to pay a charge for the information, 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 **Choir** that the **Member** will pay the charge; or that the **Member** considers the charge to be unreasonable.
76. Nothing in this rule limits Information Privacy Principle 6 of the Privacy Act 2020 relating to access to personal information.

Finances

Control and management

77. The funds and property of the **Choir** shall be controlled, invested and disposed of by the **Board of Management**, subject to this **Constitution**, and devoted solely to the promotion of the purposes of the **Choir** (clause 3 of this **Constitution**).
78. The **Board of Management** shall maintain bank accounts in the name of the **Choir**.
 - 78.1. The **Board of Management shall ensure that** money received on account of the **Choir** shall be banked within 10 **Working Days** of receipt; and
 - 78.2. All accounts paid, or for payment, shall be submitted to the **Board of Management** for approval of payment and the **Board of Management** may by resolution authorise the payment of specified accounts in advance.
79. The **Board of Management** must ensure that there are kept at all times accounting records that—
 - 79.1. correctly record the transactions of the **Choir**;
 - 79.2. allow the **Choir** to produce financial statements that comply with the requirements of the **Act**; and
 - 79.3. would enable the financial statements to be readily and properly audited (if required under any legislation).
80. The **Board of Management** must establish and maintain a satisfactory system of control of the **Choir's** accounting records. The accounting records must be kept in written form or in a form or manner that is easily accessible and convertible into written form. The accounting records must be kept for the current accounting period and for the last 7 completed accounting periods of the **Choir**.

Balance date

81. The **Choir's** balance date shall be the last day of the **Financial year**.

Dispute resolution

Meanings of dispute or complaint

82. A dispute is a disagreement or conflict involving the **Choir** and/or its **Members** in relation to specific allegations set out below. The disagreement or conflict may be between any of the following persons—
 - 82.1. 2 or more **Members**;
 - 82.2. 1 or more **Members** and the **Choir**;
 - 82.3. 1 or more **Members** and 1 or more **Officers**;
 - 82.4. 2 or more **Officers**;
 - 82.5. 1 or more **Officers** and the **Choir**; or

- 82.6. 1 or more **Members** or **Officers** and the **Choir**.
83. The disagreement or conflict relates to any of the following allegations—
- 83.1. a **Member** or an **Officer** has engaged in misconduct; or
 - 83.2. a **Member** or an **Officer** has breached, or is likely to breach, a duty under this **Constitution** or the **Act**; or
 - 83.3. the **Choir** has breached, or is likely to breach, a duty under this **Constitution** or the **Act**; or
 - 83.4. a **Member's** rights or interests as a **Member** have been damaged or **Members'** rights or interests generally have been damaged.
84. A **Member** or an **Officer** may make a complaint by giving to the **Board of Management** a notice in writing that—
- 84.1. states that the **Member** or **Officer** is starting a procedure for resolving a dispute in accordance with this **Constitution**; and
 - 84.2. sets out the allegation(s) to which the dispute relates and whom the allegation or allegations is or are against; and
 - 84.3. sets out any other information or allegations reasonably required by the **Choir**.
85. The **Choir** may make a complaint involving an allegation against a **Member** or an **Officer** by giving to the **Member** or **Officer** a notice in writing that—
- 85.1. states that the **Choir** is starting a procedure for resolving a dispute in accordance with this **Constitution**; and
 - 85.2. sets out the allegation to which the dispute relates.
86. The information setting out the allegations must be sufficiently detailed to ensure that a person against whom an allegation or allegations is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that person to prepare a response.
87. All **Members** (including the **Board of Management**) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the **Choir's** activities.
88. The complainant raising a dispute and the **Board of Management** must consider and discuss whether a dispute may best be resolved through informal discussions, mediation, arbitration, or a tikanga-based practice. Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement.

How complaint is made

89. A **Member** or an **Officer** may make a complaint by giving to the **Board of Management** (or a complaints subcommittee of the Board of Management) a notice in writing that—
- 89.1. states that the **Member** or **Officer** is starting a procedure for resolving a dispute in accordance with the **Choir's Constitution**;
 - 89.2. sets out the allegation or allegations to which the dispute relates and whom the allegation is against; and

- 89.3. sets out any other information reasonably required by the **Choir**.
90. The **Choir** may make a complaint involving an allegation or allegations against a **Member** or an **Officer** by giving to the **Member** or **Officer** a notice in writing that—
- 90.1. states that the **Choir** is starting a procedure for resolving a dispute in accordance with the **Choir's Constitution**; and
- 90.2. sets out the allegation to which the dispute relates.
91. The information given under subclause 89.1 or 89.2 must be sufficient to ensure that a person against whom an allegation is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that person to prepare a response.

Person who makes complaint has right to be heard

92. A **Member** or an **Officer** who makes a complaint has a right to be heard before the complaint is resolved or any outcome is determined.
93. If the **Choir** makes a complaint, the **Choir** has a right to be heard before the complaint is resolved or any outcome is determined; and an **Officer** may exercise that right on behalf of the **Choir**.
94. Without limiting the manner in which the **Member**, **Officer**, or **Choir** may be given the right to be heard, they must be taken to have been given the right if—
- 94.1. they have had a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
- 94.2. an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
- 94.3. an oral hearing (if any) is held before the decision maker; and
- 94.4. the **Member's**, **Officer's**, or **Choir's** written or verbal statement or submissions (if any) are considered by the decision maker.

Person who is subject of complaint has right to be heard

95. This clause applies if a complaint involves an allegation that a **Member**, an **Officer**, or the **Choir** (the 'respondent')—
- 95.1. has engaged in misconduct; or
- 95.2. has breached, or is likely to breach, a duty under this **Constitution** or the **Act**; or
- 95.3. has damaged the rights or interests of a **Member** or the rights or interests of **Members** generally.
96. The respondent has a right to be heard before the complaint is resolved or any outcome is determined. If the respondent is the **Choir**, an **Officer** may exercise the right on behalf of the **Choir**.
97. Without limiting the manner in which a respondent may be given a right to be heard, a respondent must be taken to have been given the right if—
- 97.1. the respondent is fairly advised of all allegations concerning the respondent, with

- sufficient details and time given to enable the respondent to prepare a response; and
- 97.2. the respondent has a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
- 97.3. an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
- 97.4. an oral hearing (if any) is held before the decision maker; and
- 97.5. the respondent's written statement or submissions (if any) are considered by the decision maker.

Investigating and determining dispute

- 98. The **Choir** must, as soon as is reasonably practicable after receiving or becoming aware of a complaint made in accordance with this **Constitution**, ensure that the dispute is investigated and determined.
- 99. Disputes must be dealt with under this **Constitution** in a fair, efficient, and effective manner and in accordance with the provisions of the **Act**.

Choir may decide not to proceed further with complaint

- 100. Despite clause 97 above, the **Choir** may decide not to proceed further with a complaint if—
 - 100.1. the complaint is considered to be trivial; or
 - 100.2. the complaint does not appear to disclose or involve any allegation of the following kind:
 - 100.2.1. that a **Member** or an **Officer** has engaged in material misconduct;
 - 100.2.2. that a **Member**, an **Officer**, or the **Choir** has materially breached, or is likely to materially breach, a duty under the **Choir's Constitution** or the **Act**; or
 - 100.2.3. that a **Member's** rights or interests generally have been materially damaged;
 - 100.3. the complaint appears to be without foundation or there is no apparent evidence to support it; or
 - 100.4. the person who makes the complaint has an insignificant interest in the matter; or
 - 100.5. the conduct, incident, event, or issue giving rise to the complaint has already been investigated and dealt with under this **Constitution**; or
 - 100.6. there has been an undue delay in making the complaint.

Choir may refer complaint

- 101. The **Choir** may refer a complaint to—
 - 101.1. a hearing chaired by an **Officer** or an external person to investigate and report; or
 - 101.2. a hearing chaired by an **Officer**, an arbitral tribunal, or an external person to investigate and make a decision.
- 102. The **Choir** may, with the consent of all parties to a complaint, refer the complaint to any type of consensual dispute resolution (for example, mediation, facilitation, or a tikanga-

based practice).

Decision makers

103. A person may not act as a decision maker in relation to a complaint if 2 or more members of the **Board of Management** or a complaints hearing consider that there are reasonable grounds to believe that the person may not be impartial or able to consider the matter without a predetermined view.

Liquidation and removal from the register

Resolving to put Choir into liquidation

104. The **Choir** may be liquidated in accordance with the provisions of Part 5 of the **Act**.
105. The **Board of Management** shall give 20 **Working Days** written **Notice** to all **Members** of the proposed resolution to put the **Choir** into liquidation.
106. The **Board of Management** shall also give written Notice to all **Members** of the **Special General Meeting** at which any such proposed resolution is to be considered. The **Notice** shall include all information as required by section 228(4) of the **Act**.
107. Any resolution to put the **Choir** into liquidation must be passed by a two thirds majority of all Voting and Honorary Life **Members** present and voting.

Resolving to apply for removal from the register

108. The **Choir** may be removed from the Register of Incorporated Societies in accordance with the provisions of Part 5 of the **Act**.
109. The **Board of Management** shall give 20 **Working Days** written **Notice** to all **Members** of the proposed resolution to remove the **Choir** from the Register of Incorporated Societies.
110. The **Board of Management** shall also give written **Notice** to all **Members** of the **Special General Meeting** at which any such proposed resolution is to be considered. The **Notice** shall include all information as required by section 228(4) of the **Act**.
111. Any resolution to remove the **Choir** from the Register of Incorporated Societies must be passed by a two thirds majority of all Voting and Honorary Life **Members** present and voting.

Surplus assets

112. If the **Choir** is liquidated or removed from the Register of Incorporated Societies, no distribution shall be made to any **Member**.
 - 112.1. On the liquidation of the **Choir** or its removal from the Register of Incorporated Societies, its surplus assets — after payment of all debts, costs and liabilities — shall be vested in another charitable organisation that has as its purpose the advancement of choral or musical or cultural activities in and about the City of Auckland as the **Choir** in general meeting may determine.

Alterations to the constitution

Amending this constitution

113. All amendments to this **Constitution** must be made as follows.
 - 113.1. Any minor or technical amendments shall be notified to **Members** as required by section 31 of the **Act**;
 - 113.2. The **Choir** may amend or replace this **Constitution** at a **Special General Meeting** by a resolution passed by a simple majority of those **Members** present and voting; and
 - 113.3. That amendment may be approved by a resolution passed in lieu of a meeting but only if conducted in accordance with clause 32 of this **Constitution**.
114. Any proposed resolution to amend or replace this **Constitution** shall be signed by at least 10 per cent of eligible **Members** and given in writing to the **Board of Management** at least 20 **Working Days** before the **Special General Meeting** at which the resolution is to be considered and accompanied by a written explanation of the reasons for the proposal.
115. At least 10 **Working Days** before the **Special General Meeting** at which any amendment is to be considered the **Board of Management** shall give to all **Members** notice of the proposed resolution, the reasons for the proposal, and any recommendations from the **Board of Management**.
116. When an amendment is approved by a **Special 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.

Restrictions on alteration of this Constitution

117. Clauses 3, 4 or 5 of this **Constitution** must not be altered to limit the not-for-profit and charitable nature of the **Choir** or to allow personal financial gain to any **Members** under any circumstances.
118. Clause 111 of this Constitution may not be amended in any manner that would enable the surplus assets of the **Choir** (upon liquidation or removal from the Register of Incorporated Societies) to be distributed in any manner that would provide financial gain to any **Member** or former **Member**.