



The New Zealand Pool Industry Association Incorporated.

## Constitution & Rules

### 1 NAME:

The name of this incorporated society is The New Zealand Pool Industry Association Incorporated (“The Association”)

### 2 OBJECTS: The objects of the Association shall be:

**(a)** (i) To promote the members of the Association’s wider commercial interests of by way of providing and managing internet information web pages for the benefit of both the Public and Membership, provide on-line educational and training courses leading to Diploma awards and Pool Builder Certification, manage regular swimming pool photographic competitions and resultant publicity exhibitions of the entries or any other concerted on-line activities to undertake and co-ordinate promotion of residential swimming pools.

(ii) To advertise the existence of the Association and New Zealand swimming pool industry by such On-Line and Print Media activities that in the opinion of the Association Executive will enhance the profile of the New Zealand swimming pool construction and supporting industry, and various other means which will be conducive to these objects, severally;

**(b)** To provide a Forum for discussion and debate by and between Members relative to all aspects of the swimming pool construction industry and to facilitate co-operation and mutual respect among members;

**(c)** To provide Dispute Assessment & Resolution mediation and clarification, assistance and guidance relating to the construction of swimming pools between Members and their Customers.

**(d)** To foster and promote the good reputation of Members of the Association and to that intent to set and monitor Ethical Standards and benchmarks for good practice in all areas of swimming pool construction and commercial dealings;

**(e)** To enter into arrangements and agreements with Government or governmental organisations or any local authority providers of utility services relative to the construction, installation and maintenance of swimming pools;

**(f)** To raise money by way of levies on members in order to further any or all of the objects and to spend such part of the levies as a quorum of the Executive Council at a properly convened Executive Council Meeting shall in their opinion think fit on any activities undertaken to further the Association’s objectives and Public obligations.

**(g)** Generally to do all things which may in the opinion of the Association assist in the promotion of all or any of the above described objects.

### 3 MEMBERSHIP:

• (i) Membership is limited to individuals who are or have been or plan to become involved, in or connected to in some way, the domestic swimming pool industry of New Zealand, who pledge to follow the Rules and refrain from any activity which may bring dishonour or discredit to the Association or its Membership.

• (ii) In the manner and style of a Trade Association or Guild of individual tradesmen or tradeswomen, only individual persons may be Members of the Association with the exception of 'Corporate' membership which is permitted for an Industry Trade Suppliers who shall nominate a single representative.

(iii) New applications for Membership shall be by means of the Standard Membership Application form applicants shall first be vetted and approved as suitable Members by a majority of the Executive

(iv) "Any member whose membership has lapsed for non-payment of fees, or been subject to a Suspension Order shall be required to submit a fresh application in terms of clause 3(iii) to reinstate their membership."

(v) "All members accept that their membership requires the upholding of the highest standards of business and the adherence to all rules and regulations set by the Association from time to time."

• (vi) Membership categories have either Voting Rights or no voting rights, as indicated by 'FPM' for Full Privilege Member, 'NVR' for No Voting Rights and 'NDR' for no gratis dining rights. FPM are invited to attend Social events at no cost, NVR and NDR members are invited to attend Social Events following the General or Annual General Meeting and will be billed for costs.

(vii) Executive Council Members have full voting rights and are deemed 'FPM' regardless of their Membership Type and may or may not be Financial Members of the Association. i.e. HONORARY MEMBERS

• (viii) Any Sole Trader/Business owner or member/employee of a firm or director or employee of a company or any individual person being, or planning to become engaged, in the swimming pool industry anywhere in New Zealand may apply to become a member of the Association in any of the following Membership Classes:

MEMBERSHIP CLASSES: There are two main classes of Membership: BUILDER and ASSOCIATE Membership categories may be added to or altered from time to time by the Association. All financial MEMBERS with Voting Rights are together described as "Full Privilege Members aka FPM".

BUILDER MEMBERS:

**(a) GOLD MASTER BUILDER MEMBER:** A Builder Member with more than FIVE years' experience who has achieved the Pool Technology Diploma and met the stringent requirements of the Builders Licensing Council as a knowledgeable, fit and proper person in his field of expertise befitting this qualification. FPM

• Licensed Builder Member GOLD CARD

○ Builder Members granted the Certified Builder's License will be issued a GOLD CARD

"The Association shall appoint a Select Council of three *Builder* members from the General Council to oversee the final stage of issuing a Certified Builder's License.

○ By conducting a meeting with the applicant to assess his knowledge in accordance with the Dept. of Business Innovation & Employment's "Licensed Building

Practitioner" and our proposed *License Class: Residential Swimming Pool Construction* Personal Interview & Oral Examination."

○ Providing all aspects of the interviewees are satisfactory, a Certified Builder's License will be issued to the applicant with a future expiry date of ten years from the date of issuance

○ The License number shall display the Members ID number plus the date of issue i.e. #123/2020

○ At the expiry of the Specified Term, the applicant may re-apply for a further renewal term not unreasonably withheld.

FPM: Voting Rights are included in the membership category

**(b) BUILDER MEMBER:** A Pool Builder or Installer with more than 5 yrs. as the Responsible Person or owner/operator of a swimming pool company or enterprise functioning in the business of building, planning or overseeing the planning and construction or installation of residential or commercial swimming pools. FPM

## ASSOCIATE MEMBERS:

### **(a) ASSOCIATE MEMBER POOL BUILDER:**

(i) A Pool Builder or Installer with less than 5 yrs. as the Responsible Person (RP) including owner/operator of a swimming pool company or enterprise functioning in the business of building, planning or overseeing the planning and installation of residential or commercial swimming pools.

(ii) An Associate Member Builder can apply for full BUILDER MEMBER category after 5 yrs. in the swimming pool industry as the Responsible Person and meeting the Customer Referee requirement. FPM

### **(b) ASSOCIATE MEMBER FIBREGLASS INSTALLER:** More than 5 yrs. as the Responsible

Person operating a business either installing, or supervising the installation of, in-ground COMPOSITE OR FIBREGLASS swimming pools. FPM

**(c) ASSOCIATE MEMBER TRADE SUPPLIER:** The Nominated Person, being either the Owner, Manager or the Responsible Person of a business that supplies swimming pool components and/or equipment to the trade or swimming pool industry customer base, who may either attend meetings or delegate a staff member to attend on behalf. FPM Proxy Voting Rights are included in the membership category

**(d) ASSOCIATE MEMBER POOL SHOP:** An owner or supervisor of a POOL SHOP supplying pool associated products to the public. NVR NDR

**(e) ASSOCIATE MEMBER POOL SERVICEMEN.** Any individual person providing services to the Trade and Public in the servicing, maintenance and repair/replacement of swimming pool components. NVR NDR

**(f) ASSOCIATE MEMBER INDUSTRY STAFF** Pool shop workers, staff, and/or other non-ownership people involved in, or intending to become involved in the swimming pool industry and wishing to take advantage of the Association's DIPLOMA training courses. NVR NDR

**(g) ASSOCIATE MEMBER GENERAL.** Any member of an industry or trade that is part of or associated with the domestic swimming pool or swimming pool industry in general or is not covered by the ASSOCIATED MEMBER TRADE SUPPLIER category, such as Architects, Engineers, Landscape Gardeners etc. NVR NDR.

**(h) HONORARY LIFE** Members shall comprise current or past members of the swimming pool industry proposed, and as determine by the Executive Council to have served the Association or the swimming pool industry in a manner worthy of honour by their peers. Honorary Membership shall be ratified by a majority of qualified Members at a properly constituted general meeting. Honorary Life Members shall have full voting rights and shall be members ex officio of the Executive of the Association. Such members shall not pay any membership fees. FPM

## ADMISSION TO MEMBERSHIP:

Admission of members: All persons or business entities seeking to become members of the Association shall complete the appropriate application form and when approved, pay the appropriate fees.

**(a)** Every application for membership must be proposed and seconded by a Full Privilege Member. Prospective members must nominate suitable referees and must provide proof of their financial stability.

**(b)** The names of all applicants shall be posted by the secretary of the Association website for a period of not less than 30 days. Existing members may object in writing to any such application (or by e-mail) to the Association's secretary giving reasons for the objection. Such objections must be communicated in writing to the secretary within seven days after the period of 30 days referred to. In the case of an objection the acceptance or otherwise of the candidacy in question shall be resolved at the next general meeting.

**(c)** Applications approved by the Executive for Association membership will be Advised to Members and Ratified at the next duly convened meeting of the Association after the expiry of the periods referred to in (b) above. The

Association may take into account (in addition to the information furnished with the application) such additional information as it considers relevant to the application. In the event of the rejection of any application any application fee shall be returned to the applicant. No rejected applicant may re-apply for full membership within 12 months of the date of notification of his rejection.

#### CESSATION OF MEMBERSHIP

(i) Members may cease to belong as members of the Association at any time by forwarding a written resignation to the Membership Executive of the Association. (ii) Members may be suspended (or expelled) on the grounds of non-payment of levies or an otherwise reason in accordance with the Rules, on the recommendation of the Membership Executive

#### 4 GOVERNANCE

The Association shall act by and through an Executive Council ("The Executive") comprised of A Chief Executive Officer and a selected number of Executive Members as determined by the Chief Executive Officer

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#### 5 EXECUTIVE COUNCIL

**(a)** Executive Officers are to be selected and/or recruited by the Chief Executive Officer and ratified by existing Executive Council members. The composition of the Executive shall never exceed the 2:1 ratio of two Builder Members to each Non-Builder Member. Non-Builder Members elected for specific purposes (i.e. Attending Council Fencing meetings) may be brought into the Executive meetings but are not eligible to vote on any Association matter.

**(b)** The Executive Council shall normally comprise six individuals: The Chief Executive Officer and Finance Officer, the Disputes, Membership and Ethics Executives. The three latter roles may be deleted, combined or duties swapped as required, and additional Executive Assistants may be recruited from the General Membership, making a maximum total of Six Executive Members. In the case of any tied vote, the Chief Executive Officer may cast two votes.

**(c)** The Chief Executive Officer will be chosen annually by the sitting Executive Council and ratified by 2/3 majority vote of the attending General Membership at the following the Annual General Meeting. This annual vote will be incorporated into the Standing Rules of the association and notified to Membership no less than 30 days before the forthcoming AGM. The existing CEO may retain a Council status role if not required to continue as CEO.

**(d)** The prospective Executive Council Members for the forthcoming year are to be selected or recruited by the sitting Chief Executive Officer prior to the AGM from either the existing Executive Councilmembers or General Membership.

**(e)** Any full privilege member of the Association may request inclusion as an Executive officer of the Association or member of the executive committee. Acceptance of this inclusion will be the sole province of the existing Executive and determined by a majority vote of the committee. There shall be no restriction on the number of terms an Executive Councilmember may remain in office.

**(f)** Any vacancy on the Executive Council rising between annual general meetings shall be filled by the Council by appointment and notified at its next meeting.

**(g)** Any member of the Executive Council may be removed from office by resolution of the Association pursuant to any properly convened general meeting.

**(i)** Any Executive Council member absent from three consecutive notified meetings without special leave shall be removed on one months' notice in writing of his/her cessation as a Member of the Executive committee.

**(j)** (1) The Administrative Executive Council shall be paid an attendance Fee per scheduled meetings.

**(2)** To the cover time and transportation costs, appropriate accommodation reimbursement, and travel of per Kilometre for vehicle costs for out-of-town Council Members attending in the pursuit of the aims of the Association will be paid.

**(3)** Executive Assistants shall be paid an attendance fee per meetings attended in response to an attendance request.

**(4)** Sub-Council meetings (such as the Disputes Resolution facility or Membership Vetting) will be paid in accordance of the fee schedule noted on the Association's web page.

**(5)** All fees as prescribed in (j) above shall be determined retrospectively on an annual basis by the Executive Council and presented for ratification by a 2/3 majority vote at the financial year's Annual General Meeting

**(6)** Executive Members will be paid an allowance for time and travel costs at the agreed rates of compensation in attending General Meetings or an Annual General Meeting that is not held in or around the region of Auckland comprising such area as is encompassed within a 50 kilometre radius of the CBD

## 6 QUORUMS

Quorum of the (a) Executive Council and (b) General Meetings

**(i)** A quorum of (a) the Executive Council shall be three Current Executive Members and (b) General Meeting shall comprise any one of the Executive Officer Members in attendance and at least two Builder Members.

**(ii)** In the case of a duly convened Executive or General meeting not attracting a quorum, the attending members may continue with informal business and Association sponsored events (such as a dinner meeting) at the expense of the Association. Minutes are not required to be taken in that situation.

## 7 DUTIES OF THE EXECUTIVE OFFICERS

It shall be the duty of the Chief Executive Officer to instruct and monitor the Executive Council to properly conduct the general affairs of the Association, to keep usual and proper books of account, properly posted up and maintain other records of the business of the Association and properly to notify members of intended meetings and the business to be dealt with and to prepare and submit to the annual general meeting a report, balance sheet and statement of accounts for the preceding year. Notwithstanding anything in these rules the Executive Council shall implement any direction which is the subject of a resolution of a 2:1 majority of the Executive Members who are Builder Members.

## 8 POWERS OF THE EXECUTIVE:

The Executive may:

**(i)** Employ (on such terms as it thinks fit) a professional Association secretary who shall ex officio be a member of the Council

**(ii)** Employ from time to time Agents, Consultants, and Advisers

**(iii)** Resolve to retrospectively reimburse Executive Officers or recruited Members for all and any expenses incurred in the furtherance of the Association's objectives, including Travel, Accommodation and their Time.

**(iv)** Recommend the adoption of changes to Subscriptions and Fees to a properly convened General Meeting, which shall be approved for implementation by a 2/3 majority of FPM members and adoption for the following financial year.

**(v)** Fix the date of the Annual General Meeting.

**(vi)** Determine the financial year of the Association.

**(vii)** Make regulations from time to time to facilitate the functioning of the Association but subject always to clauses 13 and 14 of these rules.

**(viii)** Except where otherwise provided in these rules enter into any contract for any purpose which in the opinion of the Council promotes the objects of the Association which shall be bound by such contract.

**(ix)** Revise and update the Rules & Regulations and the Constitution from time to time to facilitate the improved functioning of the Association.

## 9 ANNUAL GENERAL MEETING

**(i)** The annual general meeting will be held between the months of August and October, and the agenda for that meeting shall include the following:

- Minutes of the previous AGM
- Annual report of the Chief Executive Officer
- Annual financial statements for the previous year provided by the Executive Treasurer
- Announcement of budgets, subscriptions, and fees for the forthcoming year and for the adoption or amendment of any budget proposed by the Executive Treasurer
- Annual Report by the convenor of the Disputes Council
- Annual Report by the Executive Council Membership Officer
- General business: No ordinary business shall be discussed at the AGM. Any Special Business may be allowed providing notices of motion for the AGM are communicated in writing to the Chief Executive Officer at least 21 days prior to the date of the meeting. The CEO shall then decide whether to include such notices of motion with the notice to all members convening the annual general meeting and the agenda for such meeting. Before any such Special notice of motion is debated at the Annual General Meeting it shall be proposed and seconded by a non-Executive Officer full privilege member.

**(ii)** A quorum for the Annual General Meeting shall be 10 full privilege members including the Executive Officers. If a quorum is not present within half an hour of the time appointed for the meeting the meeting shall not then be held and notice of a further annual general meeting must be given in accordance with these rules.

Any Social activities planned for the convened evening shall continue as and how the attending Members agree.

## 10 SPECIAL MEETINGS

**(i)** A Special General Meeting may be called at any time on the written (email) request to the Secretary of any five members of the Association provided that ten clear working days' notice of intention to hold such a meeting is given to all members by means of the Association website or otherwise in writing.

**(ii)** The quorum for a special general meeting shall be the same as for the annual general meeting.

## 11 GENERAL MEETINGS

**(i)** The Council shall call general meetings at least three times in each year.

**(ii)** Thirty clear days' notice of intention to hold any general meeting including the annual general meeting shall be given by the Association secretary by means of the Association's website or otherwise in writing to members.

**(iii)** A quorum shall be ten members. If a quorum is not present within half an hour after the time appointed for such meeting, the meeting shall not be held. If a Social Event has been scheduled after the Meeting, it shall continue as planned despite the diminished attendants.

**(iv)** The Association and general meeting may ratify, amend, or reject any decision of Executive Council provided that the liability of the Association to any third party pursuant to any contractual arrangements made by the Council shall not be impeached.

**(v)** No notice of motion nor any other notice to the Association or the Council shall be effective unless signed or otherwise showing printed at the foot thereof the name of the person or persons giving such notice. All notices of the Council shall be signed by or have printed at the foot thereof the name of the Association's secretary or other person appointed in his stead by the committee.

## 12 VOTING

**(i)** At General Meetings all Full Privilege Members shall be entitled to one vote on matters before the meeting that in the opinion of the Chief Executive Officer may rightly be decided by a 2/3 majority vote of the attending Builder FPM Membership, and in the case of equality of votes the CEO, Chairman or other person presiding shall have a casting vote as well as a deliberative vote. If a 2/3 majority of attending FPM Members is not achieved, the issue will revert to the Executive for reconsideration.

**(ii)** Voting shall be by voices or show of hands unless a ballot is called for in which case voting shall be by ballot. In that event votes shall be counted by the Executive and the Association CEO whose joint declaration as to the result shall be final.

**(iii)** Proxy votes furnished by full privilege members shall be counted provided such are received in writing (including faxes and e-mails) and confirm the identity of the member entitled to exercise the proxy.

**(iv)** The votes of absentee full privilege members shall be counted provided such votes are communicated in writing (or e-mail or fax) by the member and to the Association secretary and received at least one day prior to the date of the meeting.

**(v)** The Association CEO or in his absence the Treasurer shall preside at all meetings. In the event of the absence of these two office holders and no other qualifying Executive Council Member, the acting chairman shall be elected from the floor by the members present.

## 13 RULES AND REGULATIONS

**(i)** These rules including the provision for the categories and classes of membership may be amended at any general meeting provided that any motion for alteration has been passed by a two-thirds majority of members present.

**(ii)** No addition to or rescission or alteration of the objects or the winding up clause of these rules shall be effective in the absence of the prior written approval of the Inland Revenue Department.

## 14 BY-LAWS

The Council may from time to time make by-laws for the regulation of Members and the Industry provided always that such by-laws shall not operate so as to abrogate modify or vary any provision contained in these rules. In the case of any conflict or inconsistency between these rules and any by-laws these rules shall prevail.

## 15 DISPUTES, ETHICS, and OTHER TOPICS

1 In the interests of encouraging confidence in the Association on the part of the General Public and potential Association Member's customers in particular:

(a) in the event of a Current Dispute brought by a Customer of a FPM Association Member against such Member, the Association accepts financial responsibility for investigating any misadventure or misconduct on the part of its Member, and acting on its findings, providing no costs are incurred in the resolution, in which case they will be prior advised and charged to the Member, or

(b) In the event of a Current Dispute between a FPM Association Member and his Customer, equally the Association accepts financial responsibility for investigating any transgression the part of its Members customer and acting on its findings, providing no costs are incurred in the resolution, in which case they will be prior advised and charged to the Customer, or

(c) In the event that a Dispute Assessment and Resolution is requested in an informal manner on a past-dated or

Warranty matter, where such an Arbitration between the parties can be resolved by telephone or email, the Association accepts financial responsibility for investigating and resolving the issue, providing no costs are involved other than those mentioned above, or

(d) In the event that a current or past Dispute Assessment is requested from the Association's Formal Dispute Assessment Procedures for the purpose of providing a Written Report that contains a thorough assessment and conclusion by the Association, including site visit(s) and travel and accommodation expenses, which shall from time to time be updated and displayed on the Association's Internet Web Page.

**2** Investigation and determinations made where an Ethical issue against a Member is at stake, costs may not be charged to the Member subject to the complaint, and in the interests of preserving the integrity of the Association, and the investigation will be free of cost to the complainant.

**3** To achieve this end the Ethics chairman may, at its discretion, create a Sub-Council to be called the Ethics Sub Council or the Disputes chairman a Disputes Sub-Council both of which shall comprise selected Members who may or may not (as resolved by the Council chairman) be members of the Executive Committee.

**4** Sub-committees may be formed to investigate any subject or topic (i.e. not restricted to ethics or Disputes) but shall only investigate Ethics or Dispute complaints which are in writing and where the complainant is fully identified by name and address.

**5** Before any such Formal Dispute or complaint is investigated, where a determination and written Report be furnished which may be used as Evidence in Court, the complainant will be required to pay or undertake the payment of a fee to cover the costs of at least one Member of the Disputes Sub-Council for time and transport at an established rate. The rate per additional member per hour will be charged, which cost in total must include an amount of 20% of the total of this fee to be retained by the Association to cover its costs.

**6** The Association shall not have nor claim to have any jurisdiction or legal right over its Members in respect of an Ethical Complaint or Dispute, and will provide that the Subcommittees will only make recommendations for resolution of the Complaint or Dispute as a neutral observer.

**7** A refusal or failure of a Member to abide the Ethics or Disputes sub-committee's recommendations shall be deemed to be misconduct and a breach of the Ethics code, and may - at the discretion of the Executive Council- lead to expulsion from the Association.

## 16 DISCIPLINARY PROVISIONS

**(i)** If a Member is alleged by a member of the public who is a customer of the Member, to have breached the Association's Ethical Standards, the Membership Executive may at his/her discretion either contact the Member or convene a Special Meeting with the Member and two other Executive Members to investigate the allegation. Any complaint against a member shall be investigated by the Executive Officer who, at his discretion, may convene a meeting with the member and two other Executive Members to fully investigate the complaint

No action will be instituted against the Member until a thorough investigation and determination by the Executive as a whole is completed and shall depend on a unanimous vote by the Executive.

If the Executive Officer determines that the complaint against the member is well founded the Executive Committee at their discretion may terminate the member's membership rights and remove their name from the membership list on the Association's website.

**(ii)** In the event that the Sub-Council finds the allegations proven, it may impose such penalty or penalties as it sees fit including Written Censure, Suspension for a set period of time, Payment of costs or Expulsion from the Association - or any combination of these, provided always that a resolution of the Sub-Council for Expulsion will only be effective if sanctioned by a majority of the Executive Committee.

## 17 FEES AND SUBSCRIPTIONS

(a) Annual Membership Fee levels may be resolved by the Council from time to time for each Class of Membership



without prior notice to the Membership. (b) Full Privilege Membership includes free attendance at social events held following a General or Annual General Meeting.

(c) Reasonable Travel & Accommodation Reimbursement of costs for FPM Members who live more than 100 Kms from the venue to attend General or Annual Meetings may be allowed on application and production of travel receipts to the maximum value of \$250 on a 'one-off' single annual basis.

(d) In special cases, such as gala events which are provided gratis to FPM Members, this Travel Allowance may be rescinded with a minimum of 30 days prior notice of the event.

(e) Other Membership Classes may attend such events on paying a set fee to be determined by the Executive Treasurer at the time and date of the event.

**16** The "Current Year" will be from 1<sup>st</sup> July in one year to 30<sup>th</sup> June in the following year or as otherwise decided by the Council from time to time. Fees for the "current year" shall be due for payment no later than six months after the commencement of the year.

**17** (a) Payment of membership fees shall be in accordance with requirements set out by the Executive Council from time to time.

(b) If a member's annual fee is not received in accordance with the manner prescribed by the Finance Executive within the expiry of four months following 1<sup>st</sup> August in the Current Year i.e. 31<sup>st</sup> October, the Council shall give written notice to the defaulting member and noted on the Association's web page Membership section advising that if his annual fee is DUE. If payment not made within a further 30 days i.e. 31 December in the Current Year then his membership is automatically terminated.

**18** The Council shall have the power to require (over and above annual membership fees) payment of an entrance fee by new members which may (in the discretion of the committee) be different for each of the various classes of membership.

## **18 THE ASSOCIATION'S RETAINED FUNDS**

**(i)** All funds belonging to the Association shall be lodged to the credit of an account or accounts in the Association's name at such bank or banks as the Council shall decide from time to time. Moneys may be withdrawn from such account or accounts under the signature of any two Councilmembers appointed by the Council for such a purpose or the signatures of any one Councilmember appointed for such purpose and the Association secretary. A signature may be in writing or may be a password required for electronic transactions.

**(ii)** (a) Surplus funds of the Association are defined as funds in excess of those required to carry out the annual administration, operations and objects of the Association. (b) Surplus funds may be invested by the Council in accordance with the Trustee Act 1956 and its amendments. Deeds and other documents in connection with such investments shall be in the name of the Association as a Legal Entity. (c) Funds deemed to be surplus and of no foreseeable use to the Association may be distributed pro rata to the current Full Privilege Membership at the unanimous discretion of the Executive Committee.

**(iii)** The Council shall not have the power to make any borrowings without the approval and consent of a 2/3 majority of FPM Members at a property convened Special General Meeting.

**(iv)** The Executive Council may, at its unanimous discretion, expend the Association's funds in the furtherance of the objects of the Association.

## **19 EXECUTIVE INDEMNITY**

The Chief Executive Officer, the Executive Treasurer and all other Executive Council Members and staff of the Association shall be indemnified by the Association against all losses and expenses incurred in and about the discharge of their duties excepting such as arise from theft, fraud, collusion for personal gain or gross negligence.

## **20 WINDING UP**

(i) The Association may be wound up by resolution to such effect passed by a simple majority of members present at a special general meeting called for such purpose.

In the event of the liquidation of the Association any surplus assets after all liabilities have been paid shall be paid Pro Rata to the current Full Privilege Members. No surplus assets may be applied to or for the personal benefit of any other member.

## 21 COMMON SEAL



(a) The Executive Council shall provide a common seal for the Society and may from time to time replace it with a new one.

(b) The Chief Executive Officer shall have custody of the common seal, which shall only be used by the authority of the Executive Committee. (c) Every document to which the common seal is affixed shall be signed by the Chief Executive Officer and countersigned by the Finance Executive or another Member of the Executive Committee.

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### NOTES:

NVR = No voting rights

NDR = No included Dinner rights

FPM = Full Privilege Member

### Updates:

3/04/2018 Typo in Name – 'Association' Added