



New Zealand Institute of Forestry

– Te Pūtahi Ngāherehere o Aotearoa Incorporated –

Constitution of
The New Zealand Institute of Forestry

Te Pūtahi Ngāherehere o Aotearoa Incorporated

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Constitution of the New Zealand Institute of Forestry Te Pūhahi Ngāherehere o Aotearoa Incorporated

1. Definitions and interpretation

Definitions

1. Unless the context requires otherwise:
 1. **Act** means the Incorporated Societies Act 2022 and any regulations made under that Act.
 2. **AGM** or **Annual General Meeting** means a meeting of the Members of the Institute held once a year convened under this Constitution.
 3. **Application** means an application for membership as set out in clause 4.1.
 4. **Associate Member** means a person who meets the criteria for membership in clause 4.19 and has been accepted as a Member of the Institute.
 5. **Casual Vacancy** is a vacancy which arises on the Council when a Council Member does not serve their full term of office.
 6. **Certificate of Registration** means an annual certificate awarded by the Registration Board and required to be a NZIF Registered Forestry Professional.
 7. **Code of Ethics** means the code of ethics applicable to all Members published by the Institute.
 8. **Complaints Process** means a process determining the conduct or an incident, event or issue about a Member in their capacity as a NZIF Registered Forestry Professional, including a breach of the Code of Ethics.
 9. **Council** means the Institute's governing body.
 10. **Council Member** means a member of the Council.
 11. **Constitution** means this Constitution as amended including any schedules to this Constitution.
 12. **Contact Details** means an electronic address and a telephone number.
 13. **Contact Person** means a person holding the position of contact person for the Institute being the person whom the Registrar can contact when needed.
 14. **Financial**, when applied to a Member, means a Member who does not owe the Institute any membership or other fees at the relevant date.
 15. **Financial Year** means the period commencing 1 April and ending on 31 March the following year.
 16. **Full Voting Members** means Honorary Members, Retired Members, Ordinary Members and Graduate Members.
 17. **General Meeting** means an AGM or SGM of the Institute.

18. **Graduate Member** means a person who meets the criteria for membership in clause 4.16 and has been accepted as a Member of the Institute.
19. **Honorary Member** has the meaning given to it in clause 4.8.
20. **Institute** has the meaning given to it in clause 2.1.
21. **Interested** has the meaning set out in clause 15.1.
22. **Interests Register** means the register of disclosures made by Officers kept by the Council.
23. **Matter** means:
 - (a) the Institute's performance of its activities or exercise of its powers; or
 - (b) an arrangement, an agreement or a contract made or entered, or proposed to be made or entered, into by the Institute.
24. **Member** means each person who for the time being is a member of the Institute and includes all categories of members of the Institute described in clause 4.6.
25. **Member Register** means the register of Members kept under this Constitution.
26. **Notice** has the meaning given to it in clause 1.3.
27. **NZIF Registered Forestry Professional** means a Member who holds a Certificate of Registration.
28. **Officer** means a Council Member and any natural person occupying a position in the Institute that allows the person to exercise significant influence over the management or administration of the Institute.
29. **Ordinary Member** means a person who meets the criteria for membership in clause 4.14 and has been accepted as a Member of the Institute.
30. **Ordinary Resolution** means a resolution passed by a majority of votes cast.
31. **President** means the president of the Institute, elected under this Constitution.
32. **Registrar** means the Registrar of Incorporated Societies.
33. **Registration Board** means the board which administers the registration of NZIF Registered Forestry Professionals and manages the Complaints Process.
34. **Regulations** means any rules, bylaws, policies, codes of conduct, or regulations of the Institute made under clause 20.1.
35. **Retired Member** means a person who meets the criteria for a transfer of membership in clause 4.10 and has been accepted as a Member of the Institute.
36. **Secretary** means the secretary of the Institute, elected under this Constitution.
37. **SGM** or **Special General Meeting** means a meeting of the Members, other than an AGM, called for a specific purpose or purposes.
38. **Student Member** means a person who meets the criteria for membership in clause 4.20 and has been accepted as a Member of the Institute.
39. **Treasurer** means the treasurer of the Institute, elected under this Constitution.

40. **Working Day** means any day of the week other than:

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, Te Rā Aro ki a Matariki/Matariki Observance Day, and Labour Day; and
- (b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday; and
- (c) a day in the period commencing on 24 December in any year and ending on 5 January in the following year, both days inclusive; and
- (d) the day observed as the anniversary in Wellington.

Interpretation

2. Unless the context otherwise requires:

- (a) Words referring to the singular include the plural and vice versa.
- (b) Clause headings are for reference only.
- (c) Expressions referring to writing include references to words visibly represented, copied, or reproduced, including by email.
- (d) Reference to a person includes any other entity or association recognised by law and vice versa and any reference to a particular entity includes a reference to that entity's successors.
- (e) A reference to any legislation includes any secondary legislation, statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, re-enactment of, or replacement of, that legislation.
- (f) All periods of time or notice exclude the days on which they are given

Notices

3. Subject to any other notice provision in this Constitution, any notice or other communication given under this Constitution must be in writing and will be given to:

- (a) a Member to the address set out in their Contact Details;
- (b) the Institute to nzifoffice@nzif.org.nz or by post to the Institute's registered office set out on the register of Incorporated Societies.

4. The Institute may change its email address for the purposes of clause 1.3 by giving notice to all Members.

5. A notice is deemed to have been received:

- (a) if given by post, when left at the address of a person or five Working Days after being put in the post; or
- (b) if given by email, upon production of a physical copy of the email detailing the time and the date the email was sent (provided that the sender does not receive any "out of office" auto-reply or other indication of non-receipt),

provided that any notice received or deemed received after 5pm on a Working Day, or on a day which is not a Working Day, will be deemed not to have been received until the next Working Day.

2. Details of Institute

Name

1. The name of the society is New Zealand Institute of Forestry Te Pūhaki Ngāherehere o Aotearoa Incorporated (the **Institute**).

Contact Person

2. The President, Vice President and Secretary will each be a Contact Person, subject to those persons meeting the eligibility criteria set out in the Act. The Council must advise the Registrar of any change in the Contact Person or that person's Contact Details.

3. Purpose and powers

Purpose

1. The purposes of the Institute are to advance the profession of forestry within New Zealand by means including but not limited to:
 - (a) establishing, maintaining and improving standards of professional forestry;
 - (b) contributing to the development and recognition of good forestry practice;
 - (c) recognising, regulating and supporting those demonstrating competence in the forestry profession;
 - (d) supporting forestry professionals in their career development;
 - (e) representing the forestry profession;
 - (f) acting as an independent advocate for forestry; and
 - (g) serving Members by:
 - (i) affording them opportunities to express and exchange views; and
 - (ii) encouraging fraternity and "esprit de corps".
2. The Institute acknowledges Te Tiriti o Waitangi / the Treaty of Waitangi and is committed to respecting the principles and any obligations arising from Te Tiriti o Waitangi / the Treaty of Waitangi.

No personal benefits

3. All income, benefit, or advantage must be used to advance the Purposes of the Institute.
4. No Member, person associated with a Member, or Officer is allowed to take part in or influence any decision made by the Institute in respect of payments to, or on behalf of, the Member, any person associated with a Member, or Officer of any income, benefit, or advantage.
5. Any payments made to a Member, person associated with a Member, or Officer must be:
 - (a) for goods or services that advance the purposes of the Institute and must be reasonable and relative to payments that would be made between unrelated parties; or
 - (b) in accordance with clause 12.7.

6. The provisions and effect of clauses 3.3 to 3.5 must not be removed from this Constitution and must be included and implied in any document replacing this Constitution.

Capacity and powers

7. The Institute has, both within and outside New Zealand, full capacity, rights, powers and privileges to carry on or undertake any activity, do any act, or enter into any transaction, subject to this Constitution, the Act, any other legislation, and the general law.

4. Members

Membership application

1. An application for membership or for a transfer to another membership class (**Application**) must be in the form required by the Council. All Applications will be decided by majority vote of the Council, which may accept or decline an Application. The Council may decline an Application if it considers the applicant is not a fit and proper person to be associated with the Institute or for any other reason. The Council is not required to give a reason for declining an Application.
2. The Council may determine the membership class of an Application in its sole discretion.
3. A person becomes a Member when their Application has been accepted and they have paid the required membership fees and satisfied any other preconditions. If this does not occur within four months from the time of notification, the Application lapses.
4. If an Application is approved as a result of the applicant supplying misleading or inaccurate information as determined by the Council, acceptance of the Application may be declared null and void.

Membership consent

5. A person or entity consents to become a Member by submitting an Application or paying their applicable membership fees.

Membership classes

6. The Members of the Institute are:
 - (a) Honorary Members;
 - (b) Retired Members;
 - (c) Ordinary Members;
 - (d) Graduate Members;
 - (e) Associate Members;
 - (f) Student Members.

Honorary Member

7. An Honorary Member is a person who has been outstanding in:
 - (a) service to the Institute; and/or
 - (b) contributing to or influencing the practice of forestry in New Zealand.

8. Honorary Members may be recommended by Council and elected at an AGM by an Ordinary Resolution of Full Voting Members who are Financial at the time of the vote. A person consents to becoming an Honorary Member on acceptance of their honorary membership.
9. A person recommended for election as an Honorary Member may not be a Member at the time of nomination.

Retired Member

10. An Ordinary Member or Associate Member may make an Application to be transferred to be a Retired Member if:
 - (a) they have been a Member who is Financial for at least ten years; and
 - (b) they have reached the age of entitlement to New Zealand Superannuation.
11. A Member who is a NZIF Registered Forestry Professional and transfers to be a Retired Member is known as a Retired NZIF Registered Forestry Professional, and is part of the Retired Member membership class.
12. An Ordinary Member who transfers to be a Retired Member is known as a Retired Member.
13. An Associate Member who transfers to be a Retired Member is known as a Retired Associate Member and is part of the Retired Member membership class.

Ordinary Member

14. An applicant to be an Ordinary Member must:
 - (a) be proposed and seconded by two Members who are Honorary Members, Retired Members or Ordinary Members;
 - (b) have completed a formal course of standing recognised by Council in a branch of forestry or an allied discipline; and
 - (c) have completed at least five years in the practice, administration or teaching of, or research in a branch of forestry.

Graduate Member

15. An applicant to be a Graduate Member must:
 - (a) be proposed and seconded by two Members (other than Student Members);
 - (b) have completed a formal course of standing recognised by the Council in a branch of forestry or an allied discipline; and
 - (c) be engaged in the practice, administration or teaching of or research in a branch of forestry.
16. A Graduate Member:
 - (a) who ceases to be engaged in the practice, administration or teaching of or research in a branch of forestry must make an Application to transfer to be an Associate Member; and
 - (b) on gaining a minimum of five years' experience in the practice, administration or teaching of or research in a branch of forestry must make an Application to transfer to be an Ordinary Member.

17. The Council may transfer any Graduate Member who has been a Graduate Member for at least seven years and who has not applied for, or been accepted as, an Ordinary Member, to be an Associate Member without having received an Application for transfer.
18. Graduate Members and, except for clause 10.6, Associate Members and Retired Members are not eligible to hold office, but those who are Financial have the right of voting on all questions except as specified otherwise in this Constitution.

Associate Member

19. An applicant to be an Associate Member must:
 - (a) be proposed and seconded by two Members (other than Student Members);
 - (b) have an interest in forestry; and
 - (c) be a person who, in the Council's opinion of, will be able to contribute to the advancement of forestry and the Purposes.

Student Member

20. An applicant to be a Student Member must be:
 - (a) proposed and seconded by two Members (other than Student Members);
 - (b) a student receiving formal training of a standard recognised by the Council in forestry or in an allied discipline; and
 - (c)
 - (i) a resident of New Zealand; or
 - (ii) a New Zealand citizen who is studying at an overseas institution; or
 - (iii) an overseas student studying at a New Zealand institution; or
 - (iv) a person who can demonstrate an interest or connection with forestry in New Zealand or the Institute.
21. A person may remain as a Student Member only while they are receiving formal training or, on completion of training, awaiting entry into full employment. If, on entry to full employment, a Student Member does not make an Application to transfer to be a Graduate Member or an Associate Member, the Council may terminate their membership.

Membership on hold

22. Membership may, with the approval of the Council, be put on hold for one Financial Year at any time by application to Council in writing. The Council may prescribe conditions and procedures for a membership to be put on hold and for resumption of membership.
23. If, at the end of a Financial Year in which membership has been on hold, the Member does not request resumption of membership or does not request and have approved an extension to the on-hold membership, the Council may have the Member removed from the Register of Members (including the Register of NZIF Registered Forestry Professionals (if applicable)) and the Member will cease to be a Member.
24. A Member whose membership is on hold is not eligible for any of the rights of a Member and is not entitled to use any NZIF post-nominal, but may receive limited services at the discretion of the Council.

5. Membership rights and obligations

1. Members acknowledge and agree that:
 - (a) they are bound by, and will comply with, this Constitution, the Regulations and the Code of Ethics;
 - (b) they are subject to the jurisdiction of the Institute;
 - (c) they are entitled to all rights and entitlements granted by this Constitution or as determined by the Council;
 - (d) to receive, or continue to receive or exercise membership rights, they must meet all the membership requirements set out in this Constitution and the Regulations or as otherwise set by the Council, including payment of any membership or other fees within the required time period;
 - (e) if they fail to comply with sub-clause (d) the Council may terminate their membership;
 - (f) they do not have any rights of ownership of, or the automatic right to use, the property of the Institute; and
 - (g)** they will promote the interests and Purposes of the Institute and must not do anything to bring the Institute into disrepute.
2. No Member is permitted to claim, or lead any person to believe, they are a NZIF Registered Forestry Professional unless the Member holds a current Certificate of Registration.
3. No Member is permitted to use the appellation “registered forestry consultant” or “forestry consultant” or claim or lead any person to believe they may be a forestry consultant unless they are a NZIF Registered Forestry Professional and holds a current Certificate of Registration.

6. Membership fees

1. The Council will decide:
 - (a) any membership and other fees payable by Members;
 - (b) the due date for those fees.
2. Without being released from the obligation to pay, a Member who does not pay their membership or other fees by the due date has no membership rights, but is still bound by this Constitution. If payment is not made within six months of the due date the Council may suspend the Member's membership by notice to the Member. If payment is not made within six months of the suspension the Council may terminate the Member's membership by notice to the Member and may remove the Member's name from the Register of NZIF Registered Forestry Professionals (if applicable).

7. Suspension and cessation of membership

Suspension of a Member

1. If a Member is, or may be, in breach under clause 5.1, and the Council believes it is in the best interests of the Institute to do so, the Council may suspend the Member until final determination of the matter under the dispute resolution process applicable to the matter. Before imposing any such suspension, the Member must be given notice of the suspension.
2. Unless otherwise determined by the Council, while a Member is suspended the Member is not entitled to attend, speak or vote at a General Meeting or to any other rights or entitlements as a Member or to continue to hold office in any position within the Institute, until such time as the alleged breach is resolved or determined.

Ceasing to be a Member

3. A Member ceases to be a Member:
 - (a) on death;
 - (b) by giving notice to the Council of their resignation in the form prescribed by the Council;
 - (c) if their membership is terminated under clause 5.1(e);
 - (d) if their membership is terminated following a Complaints Process or a dispute resolution process or such other process set out or referred to in this Constitution.
4. A person who ceases to be a Member:
 - (a) remains liable to pay all membership and other fees owed to the Institute;
 - (b) must return all property of the Institute to the Institute;
 - (c) ceases to be entitled to any rights of a Member, but continues to be bound by the obligations of a Member under this Constitution if required by the Council.

Reinstatement of membership

5. An application for reinstatement of membership of the Institute after a person has previously resigned, been struck off or been expelled from the Institute must be made in the form prescribed by the Council. The Council may prescribe conditions for readmission, which may include payment of any fees and other payments that were due to the Institute at the time the person previously ceased to be a Member.

8. Member Register

1. The Council will ensure an up-to-date Member Register is kept and the register must include:
 - (a) each Member's name;
 - (b) each Member's Contact Details;
 - (c) the date each person became a Member.
2. Members must provide notice to the Council of any change to the details in clause 8.1.

3. The Member Register must be updated as soon as practicable after the Council becomes aware of changes of the information recorded in the Member Register.
4. The Council will keep a record of the name of each person who has ceased to be a member of the Institute within the previous seven years and the date on which they ceased to be a member.

9. General Meetings

AGM intervals

1. The Institute must hold an AGM once a year at the time, date, and place the Council decides, but not more than six months after the balance date of the Institute and not more than 15 months after the previous AGM.
2. The Secretary must give Members at least 45 days' notice of the AGM. Notice to Members of an AGM may be given by posting on the Institute's website.

Business of AGM

3. The following business will be discussed at the AGM:
 - (a) confirmation of the minutes of the previous AGM;
 - (b) the Council's presentation of the following information during the most recently completed accounting period:
 - (i) the annual report;
 - (ii) the annual financial statements;
 - (iii) the auditor's report to members on the audited financial statements; and
 - (iv) notice of any disclosures of conflicts of interest made by Council Members, including a brief summary of the Matters, or types of Matters, to which those disclosures relate;
 - (c) consideration of any motions to amend this Constitution that have been properly submitted for consideration at the AGM;
 - (d) consideration of any other items of business that have been properly submitted for consideration at the AGM.
4. The Council must receive any proposed motions and other items of business in writing from Members at least 30 days before the date of the AGM.
5. An agenda containing the business to be discussed at the AGM will be sent by the Council to the Members at least 14 days' before the date of the AGM. No additional items of business can be voted on other than those set out in the agenda, but any other item may be discussed if two thirds of Financial Full Voting Members present agree.

Special General Meeting

6. A SGM must be called by the President if they receive a request in writing stating the purpose of the SGM:
 - (a) from the Council; or

(b) signed by 3% of Financial Full Voting Members.

7. The Council must give Members at least 10 days' notice of the SGM, unless the Council acting reasonably decides that the nature of the SGM business is of such urgency that a shorter period of notice is to be given to Members.
8. A SGM will only consider and deal with the business specified in the request for the SGM.

Method of holding General Meetings

9. General Meetings must be held by the required quorum of Members:
 - (a) being assembled together at the time and place appointed for the meeting; or
 - (b) participating in the meeting by means of audio link, audiovisual link, or other electronic communication; or
 - (c) by a combination of both of the methods described in sub-clauses (a) and (b).

Quorum

10. No business is to be transacted at any General Meeting unless a quorum is present at the time when the meeting is due to start. The quorum for a General Meeting is the lower of 5% of Financial Full Voting Members or 30 Financial Full Voting Members present, in person or through audio, audio visual link or other electronic communication. The quorum must be present at all times during the General Meeting.
11. If a quorum is not reached within 30 minutes of the scheduled start time of an AGM, the AGM will be adjourned to a day, time, and place determined by the President. If no quorum is achieved at the further AGM, the Members present 15 minutes after the scheduled start time of that further AGM are deemed to constitute a valid quorum.
12. If a quorum is not reached within 30 minutes of the scheduled start time of a SGM, the SGM is cancelled.

Control of General Meetings

13. The President will preside at the General Meeting. If that person is unavailable the Vice-President will preside. In the absence of both of those persons, a Council Member appointed by the Council will preside.

Attendance and voting

14. All Financial Members are eligible to attend and speak at General Meetings.
15. Each Financial Full Voting Member present, in person or through audio, audio visual link or other electronic communication, is entitled to one vote, except where otherwise specified in this Constitution.
16. In the case of an equality of votes the President will have a casting vote as well as a deliberative vote.
17. Voting will generally be conducted by voices or by a show of hands as determined by the chair of the General Meeting unless a secret ballot is called for and approved by at least one third of Financial Full Voting Members who are present.
18. Casting votes by electronic means is permitted and the voting process set out in clause 9.17 must allow for that.

19. An Ordinary Resolution at a General Meeting will be sufficient to pass a resolution, except as specified in this Constitution.

Minutes

20. Minutes must be kept of all General Meetings.

Irregularities

21. The General Meeting and its business will not be invalidated simply because one or more Members do not receive notice of the General Meeting.
22. The General Meeting and its business will not be invalidated by an irregularity, error or omission in notices, agendas and relevant papers of the General Meeting or the omission to give notice within the required time frame or the omission to give notice to all Members and any other error in the organisation of the General Meeting if:
 - (a) the chair in their discretion determines that it is still appropriate for the General Meeting to proceed despite the irregularity, error, or omission; and
 - (b) a motion to proceed is put to the General Meeting and such motion is passed by 75% of Financial Full Voting Members present.

Resolution passed in lieu of meeting

23. A resolution in writing signed or approved by email or other electronic means by 75% of Members entitled to vote is valid as if it had been passed at a General Meeting provided the requirements under sections 89 to 92 of the Act are complied with. Any resolution may consist of several documents in the same form each signed by one or more Members.

10. Council composition

Role of the Council

1. Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution, the Council must govern, manage, direct, or supervise the operation and affairs of the Institute and the Council has full powers to govern, manage, direct and supervise the management of, the operation and affairs of the Institute.

Composition of the Council

2. The Council will consist of:
 - (a) the President;
 - (b) the Vice-President;
 - (c) the Secretary;
 - (d) the Treasurer; and
 - (e) up to six Council Members.
3. The Council must include a majority of Officers who are Members.

Eligibility

4. Every Council Member must, in writing:

- (a) consent to be a Council Member; and
 - (b) certify that they are not disqualified from being elected, appointed, or holding office as a Council Member by this Constitution or under section 47 of the Act.
5. The members of Council must be Full Voting Members, or (subject to clause 10.6) Associate Members or Retired Members, ordinarily resident in New Zealand.
 6. A maximum of one Associate Member or Retired Member, who must have been a Member for at least five years at the time of nomination, may be elected as a Council Member, but not as President or Vice-President.
 7. Graduate Members may be elected as a Council Member, but not as President or Vice-President.
 8. Students Members are not eligible to hold office as a Council Member.

Disqualification

9. The following persons are disqualified from being elected, appointed or holding office as a Council Member:
 - (a) A person who is an employee of, or contractor to the Institute.
 - (b) A person who is disqualified from being elected, appointed or holding office as a Council Member under section 47 of the Act.
 - (c) A person who has been removed as a Council Member following a process under this Constitution or any Regulation.
10. If an existing Council Member becomes or holds any position in clauses 10.9(a) then upon appointment to such a position, that Council Member is deemed to have vacated their office as a Council Member.
11. If any of the circumstances listed in clause 10.9(b) occur to an existing Council Member, that Council Member is deemed to have vacated their office upon the relevant authority making an order or finding against the Council Member of any of those circumstances.

11. Election of Council Members

1. The Council Members will be elected as follows:
 - (a) the Secretary must call for nominations for any vacant Council Member positions by 1 February;
 - (b) each candidate for election must be nominated by at least two Members (who may not be Student Members) and nominations (which must include the nominee's written acceptance of nomination) must be received by the Secretary by 1 March;
 - (c) if there is only one nominee for any position, that person will be declared to be elected without the need for an election;
 - (d) if there is more than one nomination for any position, an election ballot will be prepared and the Council must give notice of the nominations to all Financial Members (other than Student Members) by 15 March. The ballot may include any appropriate method of

voting as determined by the Council including postal voting and voting by electronic means;

- (e) the election must close by 31 March;
- (f) the ballot will be counted by the Secretary and two scrutineers appointed by the Council for this purpose;
- (g) the successful nominee for each contested position is the nominee gaining the highest number of votes. If more than one position is voted on together the successful nominees will be the highest percentage and next highest in descending order to fill the positions available. If there is an equality of votes for any position other than President, the President will exercise a casting vote to determine the outcome. If there is an equality of votes for the position of President the Convenor of the Fellows' Committee will exercise a casting vote to determine the outcome;
- (h) a Full Voting Member may be nominated for more than one office (including an elected position on the Registration Board) but may be elected to only one. If a nominee is elected to more than one office the nominee must specify which office they choose to retain, and the nominee having the next highest vote for the position will be declared elected to the remaining office.
- (i) if more than one Associate Member or Retired Member is nominated for a Council Member position, only the one receiving the most votes will be eligible to serve on the Council and the others will be required to stand aside in favour of the next highest polling nominees who are Full Voting Members;
- (j) if more than one Retired Member or Associate Member is nominated a Council Member position, but there are no more than six nominations in total (meaning there is no need for an election), then the necessary number of nominated Associate Members will voluntarily withdraw their names, or, failing a voluntary withdrawal, the incoming President will appoint one of the nominees;
- (k) the Secretary will advise Members of the results of the election immediately following the counting of the votes and the term of the new Committee Members will commence on 1 April, or such later date as the Council decides.

2. If there are not enough nominees for the number of vacant Council Member positions the Council may appoint persons to fill the vacant Council Member positions at any time during the period before 31 March. Notwithstanding clause 12.1, any Council Member appointed under this clause will continue only until 31 March and this period is disregarded in the calculation of the total term served under clause 12.1.

3. An applicant may not at any time commence or continue a position as an employee of the Institute if they are elected as a Council Member.

12. Council

Term of office

- 1. The term of office for Council Members will be two years, commencing on the earlier of 1 June following the election or immediately following the AGM for that year and expiring on the earlier of 30 June in their second year of office or at the end of the relevant AGM.

Casual vacancies

2. If there is a Casual Vacancy on the Council of a Council Member, the remaining Council Members by majority vote may appoint a person of their choice to fill the Casual Vacancy until the next AGM or may leave the Casual Vacancy unfilled until the next AGM. Notwithstanding clause 12.1, a person appointed to fill a Casual Vacancy of a Council Member will continue the term of the person they replace but only until 31 March and this period is disregarded in the calculation of the total term served under clause 12.1.

Suspension of Council Member

3. If a Council Member is or may be the subject of an allegation or notice relating to a matter described under clause 10.9 or any other circumstances arise in relation to a Council Member which are or may be of concern to the Council, the remaining Council Members may, by Special Resolution, suspend the Council Member from the Council and set conditions it requires pending the final determination of the allegation, notice or circumstances. Before imposing any suspension, the Council Member must be given notice of the suspension.

Removal of Council Member

4. The Council may, by a 75% majority of the Council, remove any Council Member from the Council before the expiry of their term of office if the Council considers that Council Member:
 - (a) has seriously breached duties under this Constitution or the Act;
 - (b) is no longer suitable to be a Council Member;
 - (c) is involved with, interested in, or otherwise closely connected to a person or activity which has or may bring the Institute or forestry in New Zealand into disrepute or which may be prejudicial to the Purposes or the interests of the Institute and/or forestry in New Zealand if they remain as a Council Member.

The Council Member who is the subject of the motion will be counted for the purpose of reaching a quorum and will not participate in the vote on the motion.

5. Before considering a motion for removal, the Council Member affected by the motion must be given:
 - (a) notice that a Council meeting is to be held to discuss the motion to remove them and the basis for the motion; and
 - (b) adequate time to prepare a response; and
 - (c) the opportunity prior to the Council meeting to make written submissions; and
 - (d) the opportunity to be heard at the Council meeting.
6. A person ceases to be a Council Member if:
 - (a) the person resigns by delivering a notice of resignation to the Council;
 - (b) the person is absent from New Zealand for six months (except with the Council's permission);
 - (c) the person is removed from office under this Constitution;
 - (d) the person becomes disqualified from being an officer under section 47(3) of the Act; or
 - (e) the person dies.

Remuneration and expenses

7. Council Members:
- (a) may be paid any remuneration for their service as a Council Member.
 - (b) may receive full reimbursement for all reasonable expenses incurred by that Council Member on behalf of the Institute when authorised by resolution of the Council.

President

8. The President will chair General Meetings and Council meetings and maintain a general supervision of the business of the Institute.

Vice-President

9. The Vice-President will chair General Meetings in the President's absence or at the President's request and generally act in the place of the President where they are unable to act.

Secretary

10. The role of the Secretary is set by the Council and unless otherwise stated the Secretary:
- (a) attends to all communications to and from the Institute and the Council;
 - (b) ensures minutes are kept of General Meetings, Council meetings and any sub-committee meetings; and
 - (c) ensures the Member Register is kept and maintained.

Treasurer

11. The role of the Treasurer is set by the Council and unless otherwise stated the Treasurer ensures:
- (a) receipt of money paid to the Institute and payment of accounts either in accordance with any financial delegations or approved by the Council;
 - (b) the records of the financial standing of each Member are kept;
 - (c) the accounting records of the Institute are kept in the manner and form required by the Act;
 - (d) the Institute complies with any requirement to have its financial statements audited or reviewed;
 - (e) financial statements and a budget for the next financial year are presented at the AGM; and
 - (f) any returns are completed.

13. Council meetings

- 1. Council meetings may be called at any time by the President or by two Council Members, but generally the Council will meet regularly.
- 2. Council meetings must be held by a quorum of Council Members:

- (a) being assembled together at the time and place appointed for the meeting; or
 - (b) participating in the meeting by means of audio link, audiovisual link, or other electronic communication; or
 - (c) by a combination of both of the methods described in sub-clauses (a) and (b).
3. Except to the extent specified in the Act or this Constitution, the Council will regulate its own procedure.

Quorum

4. The quorum for a Council meeting is six Council Members.

Chair of meetings

5. The role of the President is to chair meetings of the Council. If the President is unavailable, the Vice-President is appointed by the Council to undertake the Chair's role during the period of unavailability. If the President and the Vice-President are unavailable, another Council Member must be appointed by the Council to undertake the President's role during the period of unavailability.

Voting

6. Each Council Member has one vote. The President does not have a casting vote in the event of a tied vote on any Council resolution.
7. Voting is by voices, or on request of any Council Member by a show of hands or by a ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted.
8. Except where otherwise specified in this Constitution, all resolutions of the Council may be decided by a majority of votes cast by those present, in person or through audio, audio visual link or other electronic communication.

Resolution in writing

9. A resolution in writing signed or consented to by email or other electronic means by the required majority of Council Members will be valid as if it had been passed at a meeting of the Council. Any resolution may consist of several documents in the same form each signed by one or more Council Members.

Council observer

10. The Council may permit any person to attend Council meetings as an observer. An observer does not have a right to vote.

Council committees and appointments

11. The Council may establish Council committees for specific purposes and may disestablish such committees when appropriate.
12. The terms of reference, chair and membership (which may, where appropriate, include non-members of the Institute) of each Council committee must be approved by the Council and may be reviewed and amended by the Council at any time. Council committees are required to produce annual budgets for their activities and to report to the Council on their activity at the end of each financial year and at other times at the request of the Council.

13. The Council may delegate specific responsibilities to a Council committee as the Council considers appropriate.
14. The Council may appoint persons to represent the Institute on other bodies and such persons need not be Members. Unless the Council otherwise approves, each appointment is deemed to continue until determined by the Council. Such appointed representatives must report to the Council as prescribed by the Council.

14. Officers' duties

1. An Officer:
 - (a) when exercising powers or performing duties as an Officer, must act in good faith and in what the Officer believes to be the best interests of the Institute;
 - (b) must exercise a power as an Officer for a proper purpose;
 - (c) must not act, or agree to the Institute acting, in a manner that contravenes the Act or this Constitution;
 - (d) 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:
 - (i) the nature of the Institute;
 - (ii) the nature of the decision;
 - (iii) the position of the Officer; and
 - (iv) the nature of the responsibilities undertaken by them;
 - (e) must not:
 - (i) agree to the activities of the Institute being carried on in a manner likely to create a substantial risk of serious loss to the Institute's creditors; or
 - (ii) cause or allow the activities of the Institute to be carried on in a manner likely to create a substantial risk of serious loss to the Institute's creditors;
 - (f) must not agree to the Institute incurring an obligation unless the Officer believes at that time on reasonable grounds that the Institute will be able to perform the obligation when it is required to do so; and
 - (g) when exercising powers or performing duties as an Officer, may rely on reports, statements, and financial data and other information prepared or supplied, and on professional or expert advice given, by:
 - (i) an employee of the Institute whom the Officer believes on reasonable grounds to be reliable and competent in relation to the matters concerned;
 - (ii) a professional adviser or expert in relation to matters that the Officer believes on reasonable grounds to be within the person's professional or expert competence; or
 - (iii) any other Officer or subcommittee of Officers on which the Officer did not serve in relation to matters within the Officer's or subcommittee's designated authority,

if the Officer acts in good faith, makes proper inquiry where the need for inquiry is indicated by the circumstances, and has no knowledge that the reliance is unwarranted.

15. Interests

1. An Officer is **Interested** in a Matter if the Officer:
 - (a) may obtain a financial or non-financial benefit from the Matter; or
 - (b) is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, sibling, nephew, niece, uncle, aunt, first cousin or employee of a person who may obtain a financial or non-financial benefit from the Matter; or
 - (c) may have a financial interest in a person to whom the Matter relates; or
 - (d) is a partner, director, officer, board member, trustee or employee of a person who may have a financial interest in a person to whom the Matter relates,
 but an Officer is not interested in a Matter:
 - (e) merely because the Officer receives an indemnity, insurance cover, remuneration, or other benefits authorised under the Act; or
 - (f) if the Officer's interest is the same or substantially the same as the benefit or interest of all or most other Members of the Institute due to the membership of those members; or
 - (g) if the Officer's interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the Officer in carrying out their responsibilities under the Act or this Constitution.
2. The Council must keep an Interests Register.
3. An Officer who is Interested in a Matter relating to the Institute 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 Council, as soon as practicable after the Officer becomes aware that they are Interested in the Matter and include it in the Interests Register.
4. A Council Member who is Interested in a Matter:
 - (a) must not vote or take part in a decision of the Council relating to the Matter, unless all non-interested Council Members consent;
 - (b) must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Council Members consent;
 - (c) must not take part in any Council discussion relating to the Matter or be present at the time of the Council decision, unless all non-interested Council Members consent;
 - (d) may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.
5. Section 64(3) of the Act is negated.
6. The Council must notify Members of a failure to comply with sections 63, 64(1) or 64(2) of the Act, and of any transactions affected, as soon as practicable after becoming aware of the failure in the manner set out in the Act.

16. Indemnity and Insurance

1. The Institute indemnifies:
 - (a) its current and former Officers and employees as permitted by section 96 of the Act; and
 - (b) members of the Registration Board for:
 - (i) liability to any person (other than the Institute) for any act or omission in their capacity as a member of the Registration Board; or
 - (ii) costs incurred by them in defending or settling any claim or proceeding relating to that liability,except in each case for any criminal liability or a liability that arises out of a failure to act in good faith and in what they believe to be the best interests of the Institute when acting in their capacity as a member of the Registration Board.
2. With the prior approval of its Council, the Institute may effect insurance for:
 - (a) its current and former Officers and employees as permitted by section 97 of the Act; and
 - (b) members of the Registration Board in respect of:
 - (i) liability (other than criminal liability) to any person (other than the Institute) for any act or omission in their capacity as a member of the Registration Board; or
 - (ii) costs incurred by them in defending or settling any claim or proceeding relating to that liability; or
 - (iii) costs incurred by them in defending any criminal proceedings that have been brought against them in relation to any alleged act or omission in their capacity as a member of the Registration Board and in which they are acquitted.
3. The Institute is authorised to indemnify an Officer under section 96 of the Act or effect insurance for an Officer under section 97 of the Act for the following matters:
 - (a) liability (other than criminal liability) for a failure to comply with a duty under sections 54 to 61 of the Act or any other duty imposed on the Officer in their capacity as an Officer; and
 - (b) costs incurred by the Officer for any claim or proceeding relating to that liability.

17. Finances

1. The funds and property of the Institute are:
 - (a) controlled, invested and disposed of by the Council, subject to this Constitution; and
 - (b) devoted solely to the promotion of the Purposes.
2. The Institute's balance date will be 30 March or the date that the Council decides.
3. The Institute must prepare and register financial statements as required by the Act.

4. The Institute's financial statements must be reviewed or audited each year as required by law or by the Council and the reviewed or audited financial statements must be submitted to the AGM. The auditors will be appointed by the Council.
5. The Institute may borrow money and provide security if authorised in a vote at a General Meeting by the majority of Financial Full Voting Members present.

No personal benefit

6. The Officers and Members may not receive any distributions of profit or income from the Institute. This does not prevent Officers or Members:
 - (a) receiving reimbursement of actual and reasonable expenses incurred, or
 - (b) entering into any transactions with the organisation for goods or services supplied to or from them, which are at arms' length, relative to what would occur between unrelated parties,provided no Officer or Member is allowed to influence any such decision made by the Institute in respect of payments or transactions between it and them, their direct family or any associated entity.

18. Method of contracting

1. A contract or other enforceable obligation may be entered into by the Institute:
 - (a) by deed by:
 - (i) two or more Officers; or
 - (ii) an Officer, or other person or class of persons, whose signature or signatures must be witnessed; or
 - (b) by agreement by a person acting under the Institute's express or implied authority.

19. Amendments

Amendments

1. This Constitution may only be amended or replaced at a General Meeting by 80% of Financial Full Voting Members.
2. No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals.

Change of name

3. The name of the Institute may only be changed by an Ordinary Resolution at a General Meeting.

Minor or technical amendments

4. If an amendment to this Constitution would have no more than a minor effect or is to correct errors or makes similar technical alterations, then the Council may give notice of the amendment to every Member stating the text of the amendment and the right of Members to object to the amendment.

5. If the Council does not receive any objections from Members within 20 Working Days after the date on which the notice is sent, or any longer period of time that the Council decides, then the Council may make that amendment. If it does receive an objection, then the Council may not make the amendment.

20. Regulations

1. The Council may, by two thirds majority, make and amend Regulations for the conduct and control of the Institute's activities and codes of conduct applicable to Members. No Regulation will contravene or be inconsistent with the Act, any other laws, or this Constitution. Regulations are binding on Members.
2. The Council will give notice to Members of an intent to make, amend or rescind a Regulation and provide Members a minimum of four weeks to comment on a draft or proposal before it is presented before the Council to approve it.
3. Information regarding Regulations made, amended or rescinded will be published in the members only section of the Institute's website.

Code of Ethics

4. The Code of Ethics applies to all Members and, subject to clause 20.5, may only be amended by Ordinary Resolution at an AGM.
5. The Council may make minor amendments to the Code of Ethics by following the procedure set out in clauses 20.1 to 20.3.
6. The Code of Ethics is a Regulation.

21. Dispute resolution process

Definitions

1. In this clause 21:
 - (a) **Dispute** means a disagreement or conflict between and among any one or more Members, any one or more Officers and the Institute, that relates to an allegation that:
 - (i) a Member or an Officer has engaged in misconduct; or
 - (ii) a Member or an Officer has breached, or is likely to breach, a duty under this Constitution or the Act; or
 - (iii) the Institute has breached, or is likely to breach, a duty under this Constitution or the Act; or
 - (iv) a Member's rights or interests as a member have been damaged or Members' rights or interests generally have been damaged; or
 - (v) a Member has breached their obligations under clause 5.1(a), 5.2 and/or 5.3;
 - (b) **Disputes Procedure** means the procedure for resolving a Dispute set out in clauses 21.7 to 21.23;
 - (c) a **Member** is a reference to a Member acting in their capacity as a Member;

(d) an **Officer** is a reference to an Officer acting in their capacity as an Officer.

Application of other legislation to a Dispute

2. The Disputes Procedure will not apply to a Dispute to the extent that other legislation requires the Dispute to be dealt with in a different way. The Disputes Procedure will have no effect to the extent that it contravenes, or is inconsistent with, that legislation.

Application of other procedures under this Constitution or in a Regulation

3. If the Dispute is dealt with by a separate procedure under this Constitution or in a Regulation (**Other Procedure**), that Other Procedure applies to the exclusion of the Disputes Procedure. If any part of the Other Procedure is inconsistent with the rules of natural justice, that part will not apply, but the remainder of the Other Procedure will continue to apply together with adjustments as determined by the Council in its discretion so that the Other Procedure is consistent with the rules of natural justice.
4. If the conduct, incident, event or issue does not meet the definition of a Dispute and is managed by any Other Procedure, that Other Procedure applies to the exclusion of the Disputes Procedure.

Application of the Complaints Process

5. For the avoidance of doubt, if a matter arises involving a Member or Officer in their capacity as a NZIF Registered Forestry Professional (regardless of who is making the complaint), the Complaints Process (or such other process as determined by the Registration Board) applies to the exclusion of the Disputes Procedure.

Application of the Disputes Procedure

6. If the Dispute is not required by other legislation to be dealt with in a different way and it is not dealt with by any Other Procedure, the Disputes Procedure applies to the Dispute.

Disputes Procedure

Raising a formal complaint

7. A Member or an Officer may start the Disputes Procedure (a **Complaint**) by giving written notice to the Secretary setting out:
 - (a) the allegation to which the dispute relates and who the allegation is against; and
 - (b) any other information reasonably required by the Institute.
8. The Institute may make a Complaint involving an allegation against a Member or an Officer by giving notice to the person concerned setting out the allegation to which the Dispute relates. The Secretary will acknowledge receipt of the Complaint within 7 days.
9. The Complaint notice must be given within 30 days of the last attempt at information resolution, unless the Council determines that there have been exceptional circumstances which warrant an extension to this deadline.
10. The information given must be enough to ensure a person against whom the Complaint is made is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.

Investigating and determining Disputes

11. Unless otherwise provided, the Institute must as soon as is reasonably practicable after receiving or becoming aware of a Complaint, ensure the Dispute is investigated and determined.
12. Disputes must be dealt with in a fair, efficient, and effective manner.

Decision to not proceed with a matter

13. Despite the contents of the Disputes Procedure, the Institute may decide not to proceed with a matter if:
 - (a) the Complaint is trivial; or
 - (b) the Complaint does not appear to disclose or involve any allegation of the following kind:
 - (i) any material misconduct; or
 - (ii) any material breach or likelihood of material breach of a duty under this Constitution or the Act; or
 - (iii) any material damage to a Member's rights or interests or Members' rights or interests generally; or
 - (c) the Complaint appears to be without foundation or there is no apparent evidence to support it; or
 - (d) the person who makes the Complaint has an insignificant interest in the matter; or
 - (e) the conduct, incident, event, or issue giving rise to the Complaint has already been investigated and dealt with under this Constitution; or
 - (f) there has been an undue delay in making the Complaint.

14. Despite the contents of this Disputes Procedure, if the Complaint is the subject of a proceeding or prosecution by a competent authority, then the Council is not required to proceed with the matter until the proceeding or prosecution has been completed.

Complaint may be referred

15. The Institute may refer a Complaint to:
 - (a) a subcommittee or person authorised, delegated or appointed by the Council to hear and resolve Disputes, and includes an arbitral tribunal (**Dispute Resolution Panel**); or
 - (b) a subcommittee or an external person to investigate and report; or
 - (c) any type of consensual dispute resolution with the consent of all parties to the Complaint.

Dispute Resolution Panel

16. The Council may determine the composition, jurisdiction, functions and procedures of, and any sanctions which can be imposed by, any Dispute Resolution Panel. Each Dispute Resolution Panel has delegated authority by the Council to resolve, or assist to resolve, Complaints.

Bias

17. An individual may not act as a decision maker in relation to a Complaint or an appeal relating to a Complaint if two or more members of the Council consider there are reasonable grounds to believe that the individual may not be:
- (a) impartial; or
 - (b) able to consider the matter without a predetermined view.

Complainant's right to be heard

18. The Member or Officer has a right to be heard before the Complaint is resolved or any outcome is determined. If the Institute makes a Complaint, the Institute has a right to be heard before the Complaint is resolved or any outcome is determined, and a Council Member may exercise that right on behalf of the Institute.
19. A Member or Officer or the Institute must be taken to have been given the right to be heard if:
- (a) the Member or Officer or the Institute has a reasonable opportunity to be heard in writing or at an oral hearing, if one is held; and
 - (b) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
 - (c) an oral hearing, if any, is held before the decision maker; and
 - (d) the Member's or Officer's or the Institute's written statement or submission, if any, are considered by the decision maker.

Respondent's right to be heard

20. The Member or Officer who, or the Institute which, is the subject of the Complaint (**Respondent**) has a right to be heard before the Complaint is resolved or any outcome is determined. If the Respondent is the Institute, a Council Member may exercise the right on behalf of the Institute. A Respondent must be taken to have been given the right if:
- (a) 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
 - (b) the Respondent has a reasonable opportunity to be heard in writing or at an oral hearing, if one is to be held; and
 - (c) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
 - (d) an oral hearing, if any, is held before the decision maker; and
 - (e) the Respondent's written statement or submissions, if any, are considered by the decision maker.

Review

21. Either party may apply for a review of the decision of a Dispute Resolution Panel by giving notice in writing to the Council within 14 days of receiving the decision.
22. On receipt of such notice, the Council will, as soon as practical, appoint a person (**Reviewer**) to review the original decision. The Council may determine the composition, jurisdiction, functions and procedures of, and any sanctions which can be imposed by, any Reviewer.

23. Subject to any rights of appeal at law, the decision of the Reviewer is final.

22. Ending the Institute

1. The Council must give notice to all Members of at least 20 Working Days of a proposed motion:
 - (a) to remove the Institute from the Register;
 - (b) for the distribution of the Institute's surplus assets; or
 - (c) to appoint a liquidator.
2. The notice must comply with section 228 of the Act and include details of the General Meeting at which the proposed motion is to be considered.
3. Any resolution for a motion set out in clauses 22.1(a) to 22.1(c) must be passed by two-thirds of Financial Full Voting Members.
4. The surplus assets of the Institute, after the payment of all costs, debts, and liabilities, must be distributed to a not-for-profit entity or entities who have purposes similar to the Purposes as determined by the Institute.

23. Matters not provided for

1. If any matter arises that, in the opinion of the Council, is not provided for in this Constitution or any Regulations, or if any dispute arises out of the interpretation of this Constitution or the Regulations, the matter or dispute will be determined by the Council.