

The
Designers
Institute.

Toi Manahau

**The Designers Institute of
New Zealand Incorporated**

We Design the Future

**Constitution
November 2024**

Together building the best design
community in the world

Mā te mahitahi, Ka ea tātou

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1.0 Ingoa (Name)

The name of the organisation shall be Designers Institute of New Zealand Incorporated (“the Institute”).

Mihi Whakatau

Tōia te mauri whakapiki,
(Pull together the rising essence)

Tōia te mauri whakakake,
(Pull together the collective belief)

Hei whakamana te toi,
(So we can ascend our crafts)

Whakamana Te Tiriti,
(To strengthen our friendships)

Whakamana te ao,
(To bring prosperity to our worlds)

Whakamana te tangata,
(To lift our people)

Kia pupu ake te kapua, ko Aotearoa
(Let the shelter of our home rise)

Uhi, whano, whano,
(Remove the murk, let us find clarity)

Haramai Te Toki Poutangata,
(Hand me our Toki Poutangata)

Tihei Mauri Ora
(We extend the breath of life)

2.0 Whakatau (Introduction)

The Designers Institute of New Zealand Inc. exists to serve Aotearoa New Zealand's design community and represent Aotearoa New Zealand's interests as an ambassador to the wider world. Formed in 1991, the Institute represents a broad and evolving range of design disciplines, and intends to recognise, protect and nourish the Institute's legacy and build upon it.

3.0 Tikanga (Culture)

The Institute has been gifted the Māori name 'Toi Manahau'.

Toi Manahau The Designers Institute fosters & champions the value of designing for a positive impact.

Toi Manahau The Designers Institute is richer for te ao Māori – its tikanga, mātauranga, whakaaro and reo. Its purpose is to operate and flourish as a bi-cultural organisation through encouraging Māori Members, having Māori seats at the board, and a Māori co-president. As custodians of design, creativity and cultural expression, the Institute acknowledges its role in fostering a community that respects and celebrates the diversity inherent in our nation as tangata tiriti and tangata whenua. The Institute also recognise the importance of active engagement, collaboration and ongoing dialogue to deepen our understanding of te ao Māori and its handling of cultural intellectual property.

The four Pou (principles and values) that express the Institute's tikanga are:

- i. Whakamana Te Toi (Elevating our craft)
- ii. Whakamana Te Tiriti (Fostering healthy relationships)
- iii. Whakamana Te Ao (Maximising positive impact)
- iv. Whakamana Te Tangata (Uplifting our people).

4.0 Kaupapa (Objects / Purpose)

4.1 Primary Objects

The primary objects (purposes) of the Institute are intended to give effect to the Institute's tikanga (as expressed in section 3 above).

The primary objects of the Institute are to:

- a. Build a design community that appreciates the value of Aotearoa New Zealand's unique culture and place in the world that supports Members, partners and collaborators in their creative journeys and partnerships with tangata whenua for personal, creative and collective benefit;
- b. Promote and facilitate the development of an effective national and international organisation of designers, design students, design educators, design managers, design strategists, writers and specialists in design related fields;
- c. Promote and operate the Institute as a sense of place, a wharenui, that sits at the heart of the design community and offers a safe and inclusive environment, for all Members including the promotion and operation of the Institute as an organisation that encourages and enables collaboration, the sharing of knowledge and experience, and recognising positive contributions;
- d. Foster high standards of design, design education and in design related fields;
- e. Champion the value of design for the betterment of people, culture, the economy and the environment;
- f. Create space to open and uplift the design community through the sharing of knowledge by encouraging and supporting the continuous improvement of design skills and capabilities within Aotearoa New Zealand, including the mentoring and professional development of designers;
- g. Champion the value of design through education, scholarships, media and other means;
- h. Foster and recognise excellence in design at all levels thereby elevating our craft and profession;
- i. Encourage innovation through design;
- j. Encourage and support the protection of design intellectual property;
- k. Encourage and support Māori cultural design and the protection of intellectual property in Māori cultural design;
- l. Champion the practice of Te Reo Māori, with the help of experts in Te Ao Māori;
- m. Support, protect, represent and promote the interests of Members of the Institute in their design activities;
- n. Support, represent and promote Aotearoa New Zealand design domestically and internationally;
- o. Produce or publish or maintain any newsletters, writings, publications or other media of communication, and to

engage in activities such as studio tours, presentations, meetings, design exhibitions, awards, conferences, promotional or educational events, immersion wānanga, providing services to Members, and providing services to the public related to promotion or ancillary to the design services provided by Members, in order to promote the Institute or to disseminate knowledge for the benefit of Members and/or the design industry or otherwise in furtherance of the objects;

- p. Do any act or thing incidental or conducive to the attainment of any of the above objects.

No object is intended to be predominant, irrespective of the positioning of any of the objects or the way they are expressed.

4.2 Other Objects

In addition to the primary objects, the Institute also has the following objects (to the extent that such objects are incidental or conducive (directly or indirectly) to the attainment of the primary objects):

- a. Use the funds of the Institute in such manner as the Institute may consider proper and expedient for the payment of the costs and expenses of the Institute, for generally furthering the interests of the Institute and for carrying out the objects of the Institute or any of them, including employing officers, employees, counsel, solicitors or agents as appear necessary or expedient;
- b. Develop or subscribe to enriching partnerships domestically and internationally with other associations whether incorporated or not whose objects are altogether, or in part, aligned to the Institute and to obtain from and communicate to any such other associations such information as is in the opinion of the Institute likely to promote the objects of this Institute;
- c. Purchase, exchange or otherwise acquire, to take on lease, and to hire any real or personal property and any rights or privileges (including providing facilities for the Institute and its Members) which the Institute shall think necessary or expedient for the purposes of attaining the objects of the Institute or any of them and to sell, exchange, mortgage, let on bail or lease with or without option of purchase or in any manner dispose of any such property rights or privileges;
- d. Borrow or raise money, including fundraising in any manner, and to pursue and accept sponsorships, donations and gifts and any transfer or conveyance of real or personal property;
- e. Give security over all or any of the Institute's property on such terms as the Board think fit;

- f. Lend money to any person, body or society whether incorporated or not on such terms as the Board may think fit and to guarantee the performance of contracts by such persons but only in furtherance of the objects of this Institute;
- g. Arrange insurance cover, including public liability insurance, Board and officer insurance, and indemnity insurance, for all risks associated with the operation of the Institute;
- h. Carry on any business or transaction capable of being conducted (either on its own account or in partnership or other structure) so as to directly or indirectly benefit the Institute, and for that purpose to take or otherwise acquire and hold and dispose of shares in any company;
- i. Invest all or any of the monies held by the Institute which are not required for immediate operations of the Institute in such securities and upon such terms as the Board shall think fit and are not contrary to the objects of the Institute;
- j. Construct, improve, alter or maintain any building or works necessary or convenient for the purposes of the Institute;
- k. Have regard to the principles of the Treaty of Waitangi in the manner that any powers are exercised to achieve the objects of the Institute;
- l. Establish Behaviour Values applicable to Members;
- m. To promote or oppose bills, legislation or other measures or by-laws affecting the interests of Members or the industry;
- n. Make, alter, rescind and enforce regulations to advance the attainment of any of the Institute's objects; and
- o. Do any act or thing incidental or conducive to the attainment of any of the above objects.

5.0 Membership

5.1 Register of Members

All Members shall be on the Register of Members of the Institute.

The CEO, or such other Officer as the Board may direct, shall keep an up-to-date register of all Members of the Institute listing their names, addresses, classes of membership, Design Sector categories, regions, dates of admission and any other information required by this Constitution or prescribed by the Act.

5.2 Access to Register of Members

Membership of the Institute as recorded in the Register of Members shall be available to all Members for review by request to the CEO, subject to the provisions of the Privacy Act 2020 and as Regulations may prescribe.

5.3 Admission of Members

Applicants for membership shall complete an application provided by the Institute, supply such information as may be required, and complete such admission procedures as may be required by the Board. In any event, every applicant for membership must consent to becoming a Member.

Membership applications shall be considered by the review committee and/or Board, and the review committee and/or Board shall have a discretion whether or not to admit a membership applicant.

5.4 Grouping

Members may be grouped according to the Design Sectors in which they are involved.

5.5 Classes of membership

There shall be ten classes of membership:

a. Student Member

Being any student participating in a fulltime design related course who is not practising as a designer.

Appellation: DINZ
Fees: Pays fees
Rights: Speaking, Participation, Non-voting

b. Graduate Member

Being any recently graduated designer who has no more than three years' experience practising design.

Appellation: DINZ
Fees: Pays fees
Rights: Speaking, Participation, Non-voting

c. Member

Being any practicing designer, strategist or writer.

Appellation: DINZ
Fees: Pays fees
Rights: Speaking, Participation, Non-voting

d. Professional Member

Being any Member with more than five years' experience as a practising designer who, in the opinion of the review committee, has attained a high level of professional competence.

Sponsor: Any two Professional, Fellow or Life Members
Peer Review: 2 from the sector of applicant and 1 from another sector.
Acceptance: By Board and/or review committee
Appellation: PDINZ
Fees: Pays fees
Rights: Speaking, Participation, Voting, Office-holding

e. Fellow

Being any Professional Member who has given especially meritorious or distinguished service to the Institute or its predecessor societies or the design profession.

Sponsor: Any Professional, Fellow or Life Member
Acceptance: Conferred by Board, confirmed by General Meeting
Appellation: FDINZ
Fees: Pays fees
Rights: Speaking, Participation, Voting, Office-holding

f. Life Member

Being any Fellow of the Institute who has given especially meritorious service the Institute or any long-serving Member of the Institute who is deemed worthy by the Board of this recognition for significant service to the Institute and/or the design profession.

Sponsor: Any Professional, Fellow or Life Member
 Acceptance: Conferred by Board, confirmed by General Meeting
 Appellation: LifeMDINZ
 Fees: No fee
 Rights: Speaking, Participation, Voting, Office-holding

g. Corporate Member

Being any studio, agency or institution offering design related services or education and supports the objectives of the Institute.

Appellation: DINZ Corporate Logo;
 Fees: Pays fees
 Rights: Speaking, Participation, Non-voting (other rights depend on Corporate Plan Tier)

h. Affiliate Member

Being a person who wants to align with DINZ but is not a practising designer/educator (usually small businesses that want to network).

Appellation: No appellation
 Fees: Pays fees
 Rights: Speaking, Participation, Non-voting

i. International Member

Being an overseas-based New Zealander who wants to stay connected, or someone from another country who wants to hold an international membership. Not entitled to Best Design Awards full Member entry discounts.

Appellation: No appellation
 Fees: Pays fees
 Rights: Speaking, Participation, Non-voting

j. Honorary Member

Being any person distinguished in any of the aesthetic, technical, organisational or productive aspects of design who has been or may be of material assistance to the Institute or the design profession.

Acceptance: By Board
 Appellation: Hon.DINZ
 Fees: No fees
 Rights: Speaking, Participation, Non-voting

5.6 Board may amend classes of Membership

Notwithstanding clause 5.5 above, the Board may remove any existing class of membership, add new classes of membership, or amend the requirements of a particular class of membership, as necessary to meet the needs of the Institute.

5.7 Rights of Members

The rights and privileges of each Member:

- a. shall be personal;
- b. shall not be transferable to others; and
- c. shall only be exercisable after payment of all fees that are due by that Member.

Membership does not confer on any Member any right, title, or interest (legal or equitable) in the property of the Institute.

5.8 Privileges

To the extent that such matters are not set out in the Constitution, the Members' privileges, advantages, obligations, qualifications, methods and terms of election, admission, resignation, suspension, expulsion, and disqualification, shall be decided by the Board and may be prescribed in Regulations.

5.9 Board the final decision maker

The Board shall have an unfettered discretion whether to accept or refuse an application for membership. While the Board may delegate its power to accept membership applications, the Board shall not be determined to have revoked its right to decide conclusively whether a candidate shall or shall not be admitted to membership or the class of membership to be offered.

5.10 Fees

The Board shall determine:

- a. The fees for annual membership fees payable by Members;
- b. The due date for such fees; and
- c. The manner of payment for such fees.

The fees for membership fees shall be charged from the date of acceptance of the Member's application for membership.

Membership renewal is, unless otherwise provided for by the Board, for a full year.

5.11 End of membership

5.11.1 Resignation

- a. A Member of any class may resign from the Institute by notice in writing to the CEO of the Institute.
- b. A resignation is effective from the date the CEO receives the resignation.
- c. The Member shall be liable to pay all fees and levies due for the then current renewal period before the Member gives notice of resignation to the CEO.

5.11.2 Non-payment of fees

Any Member whose membership fees are in arrears for six months or more will be removed from the Register of Members.

Any Member removed from the Register of Members shall be liable to pay all fees, levies or other sums that have fallen due prior to being removed.

5.11.3 Removal

If the Board considers that any Member has prejudiced the achievement of the objects of the Institute, or has engaged in any conduct damaging to the Institute or its interests, or has gained membership by misrepresentation or false statements, the Board may, after due enquiry, remove the Member by resolution approved by two-thirds of the Board members present and eligible to vote at the next Board Meeting, provided however that if the alleged ground(s) for removal constitutes a Dispute then the Board shall ensure that the Dispute is investigated and determined in accordance with clause 13 of this Constitution. The Member shall be notified of their removal in writing.

5.11.4 Obligations on resignation, removal or end of membership

Upon resignation, removal or end of membership those former Members:

- a. Shall cease to hold themselves out as a Member of the Institute;
- b. Shall cease to be entitled to any of the rights of a Member of the Institute; and
- c. Shall cease to use (and shall take down, remove and delete) any badges, banners or appellations related to the Institute and their membership with the Institute (including on any websites, signage, stationary, business cards or other promotional materials).

5.12 Reinstatement

Any former Member who has resigned, been removed or has ended their membership may reapply for membership through the normal process. However, if a former Member's membership was terminated pursuant to clause 5.11.3, the applicant may be re-admitted only by resolution approved by two-thirds of the Board members.

6.0 Structure and Government

6.1 Structure

The structure of the Institute recognises the need for a national body to represent designers, strategists and writers to address the interests of each Design Sector, and to take care of regional interests.

There shall be:

1. A Register of Members;
2. The Board of the Institute;
3. An Honorary Auditor;
4. A Treasurer;
5. An Honorary Solicitor; and
6. A national wharehenui (office).

There may be Working Groups formed by the Board for a particular purpose in accordance with clause 6.12 of this Constitution.

6.2 The Board

The Institute shall be governed by a Board, which will incorporate and consider Kaupapa Māori. The Board has the ability to delegate any of its powers as it thinks fit.

The Board membership shall consist of at least 3 Members and will include:

- i. **Two Co-Presidents – one Māori and one non-Māori;**
- ii. **Two Co-Vice Presidents – one Māori and one non-Māori** (chosen from the elected Board members in accordance with clause 7.2.2);
- iii. **Up to 9 further elected Board members;**
- iv. **The Board may, at its discretion, co-opt up to a maximum of 3 Members to the Board in accordance with clause 6.10.**

The Board shall comprise of a maximum of 16 persons in total and as far as reasonably practicable should reflect all of the Design Sectors. The Board members (excluding the Co-Presidents) shall each represent a Design Sector, provided that one shall represent Māori interests (not representing a Design Sector).

6.3 Eligibility

Only Members with office-holding rights and who have not been disqualified under section 47(4) of the Act may stand for the Board.

6.4 Nominations for Board

Only Members with voting rights may nominate candidates for the Board. Nominations shall be in accordance with the procedures set out in this Constitution or in Regulations.

All nominations for the Board must be notified to the CEO in writing no less than twenty-one (21) days before the Annual General Meeting, and shall set out both the nominator and seconder of that nomination.

In the event of insufficient nominations being lodged with the CEO, nominations will be received from the floor at the Annual General Meeting, provided that no Member will be elected who has not consented to being nominated.

In the event that insufficient nominations are received, the Board may co-opt additional Members onto the Board, provided that the co-opted Members must satisfy the requirements of clauses 6.3, 6.5 and 6.4 and the number of Board members does not exceed the maximum number specified in clause 6.2.

6.5 Consent to be a Board Member

Prior to election or appointment, a nominated Member must consent in writing to be a Board member and certify in writing that they are not disqualified from being appointed or holding office as a Board member by this Constitution or under section 47(3) of the Act. Written consent and certification documents shall be retained by the Institute's records.

6.6 Powers and Authority

The Board shall be responsible for directing the affairs of the Institute and shall (in furtherance of the Objects) have various powers and authorities including, but not limited to, the following:

- i. To decide in what form and manner monies are to be brought into the Institute including, in the Board's discretion, through:
 - a. levying any charges or fees on Members, to be raised by subscriptions;
 - b. membership fees, provided that such fees shall only differ as between classes of membership;
 - c. accepting capital advances from Members such as loans, debentures or donations;
 - d. accepting donations, sponsorship or loans from third parties;

- e. renting, leasing or hiring any real or personal property of the Institute;
 - f. sales of goods and services including lectures, seminars, conferences and similar activities; and/or
 - g. any other activity by which the objects of the Institute are furthered.
- ii. To control, invest and dispose of the Institute's monies in whatever manner the Board may decide, including the power to:
- a. borrow and/or raise money on the Institute's behalf in a manner that ensures the Institute has monies to conduct the necessary business and activities of the Institute, subject to limitations imposed by statute or by this Constitution;
 - b. secure repayment of monies by the issue of debentures, by mortgages or by charges upon the whole or part of property or assets of the Institute, and to purchase, redeem or pay off such securities;
 - c. invest surplus monies;
 - d. make disbursements from any property or fund of the Institute, if in the opinion of the Board, it will further the objects of the Institute;
 - e. pay the current salaries, wages, honorariums, and other disbursements of the Institute;
 - f. pay instalments of purchase money, rent or hire charges, or maintenance costs on any real and personal property of the Institute;
 - g. effect and pay for insurance to cover all risks associated with the Institute's operation, including (to the extent permitted by the Act) insurance cover for Board members;
 - h. allocate and pay monies to operate the national wharehau (office); and/or
 - i. pay any legal, auditing and other professional fees and costs incurred by the Institute.
- iii. To acquire any real or personal property in whatever manner the Board may determine, including to:
- a. purchase, lease, exchange or hire property (or any corresponding rights and privileges in connection with property), and manage or develop that property;
 - b. construct, alter, improve or demolish the Institute's buildings and/or premises, provided a clear right to do so exists; and/or
 - c. purchase any goods, chattels or equipment needed to further the objects of the Institute.
- iv. To dispose of the Institute's property in such manner that ensures it best satisfies the objects of the Institute, including:
- a. trading, exchanging or otherwise using the property in barter;
 - b. abandoning property where such property constitutes a burden; and/or
 - c. selling by private tender or auction, with or without reserve.
- v. To enter into agreement with any Member, provided that any transactions between the Institute and its Members shall be chargeable at arms-length market rates.
- vi. To deal with and regulate (through Regulations) any matter not provided for in this Constitution.
- The Board has the ability to delegate any of its powers as it thinks fit.
- ### 6.7 Board Member Duties
- The duties of each member of the Board include:
- i. Completing tasks allocated by the Board;
 - ii. Collaborating positively with fellow Board members, the CEO and Institute staff;
 - iii. Giving proactive attention to Institute affairs and using the Board member's initiative;
 - iv. Being respectful of the whole design community in New Zealand, and representing all Members;
 - v. Providing guidance and direction to the Institute;
 - vi. A commitment to achieving tangible progress on Institute projects/matters,
 - vii. Respecting the contributions of others;
 - viii. A willingness to lead Working Groups in conjunction with the CEO, as required;
 - ix. Attendance at Board meetings, for the entire meeting;
 - x. Attendance at Institute events; and
 - xi. Attendance at relevant Working Group meetings
- ### 6.8 Board Member Removal
- In the event that a member of the Board significantly or persistently fails to complete their duties, then the Presidents may (after consultation with the CEO) remove that Board member by providing notice in writing of removal from the Board.

6.9 Election Rules and Subordinate Regulations

The election of the Board shall be carried out in accordance with this Constitution and in subordinate Regulations that the Board may choose to adopt to better implement the spirit and intent of this Constitution.

If there is no Board then the Members shall meet in a General Meeting and receive a report from the CEO as to the membership and hold elections.

6.9.1 Election of Board Members

- a. The Board, or if there is no Board, then the Members in General Meeting, shall receive the report of the CEO and determine for the next election the number of places for Elected Officers that are to be open for election, which shall (as far as reasonably practicable) reflect all Design Sectors and the proportion of Members for each Design Sector to the total number of Members. At least one elected Board member (excluding the Co-Presidents) shall represent Māori.
- b. The Board, or if there is no Board, then the Members in General Meeting may then direct that an Annual General Meeting be called for the Members to vote on Elected Officers.
- c. At Board elections, Members will be reminded of the desirability of having Elected Officers drawn from throughout the different Design Sectors and from different regions across New Zealand.
- d. Voting for Elected Officers shall be anonymous, and may be by postal ballot or provision of proxies (which shall also be anonymous). All voting Members shall register upon arrival at the General Meeting (including any proxies held), and shall be provided with a ballot paper in approved form.
- e. Votes at General Meetings shall be decided on a simple majority with postal ballots or proxy votes being considered as part of the total vote. In the event of a tie, the Co-President who is chairing the General Meeting (or if neither Co-President is in attendance, then the chairperson of the General Meeting) shall have a casting vote.
- f. Each Member (with voting rights) may cast votes for Board members nominated in accordance with this Constitution.
- g. Should any Board member position become vacant in between Annual General Meetings, the Board may (without obligation) appoint a Member to fill the vacancy in accordance with clause 6.10 until the following Annual General Meeting.

6.9.2 Removal of Elected Officers

Voting Members may at any General Meeting of the Institute, by Ordinary Resolution, remove any one or more of the Elected Officers.

Any resolution that proposes removal of specific Elected Officers shall name those Elected Officers proposed to be removed in the proposed resolution.

Notice of any motion to remove any Elected Officer shall be an item of business on the notice of meeting and may not be raised under general business.

In the event that all of the Elected Officers are removed the voting Members at the General Meeting shall, as its next order of business, conduct elections for the positions of Elected Officers.

6.10 Co-opted Board Members

The Board may, at its discretion, co-opt up to a maximum of 3 further persons to the Board for a specific purpose, or for a limited period, or generally until the next Annual General Meeting.

A person so co-opted may be removed at any time by resolution of the Board.

Co-opted members to the Board shall not have Board voting rights.

6.11 Responsibilities

The Board and CEO shall direct the affairs of the Institute towards the furtherance and fulfilment of its objects and shall determine its policies and control its monies and finances.

The Institute may adopt such Regulations as it shall deem advisable within the limits set by the Constitution and rules.

6.12 Working Groups

The Board and CEO, at their discretion, may appoint Working Groups consisting of such persons (whether or not Members of the Institute) to deal with specific needs, interests or projects (including for a Kaupapa driven purpose) such as a particular activity (e.g. the Institute hosting a specific event).

Unless otherwise resolved by the Board:

- No Working Group may commit the Institute to any financial expenditure with express authority from the Board or CEO; and
- No Working Group may delegate any of its powers.

Working Groups shall have the power to co-opt additional Members.

The authority of a Working Group shall be limited to the terms of reference specified by the Board and CEO.

Working Groups shall act in accordance with the Constitution.

6.13 National wharenuī (office)

The Board may establish and maintain a national wharenuī (office) to carry out the operational functions of the Institute and manage its compliance, legal and administrative affairs in accordance with the directions of the Board.

7.0 Officers and Staff

7.1 General

The control and conduct of the Institute's day-to-day business shall be assigned to the Elected and Appointed Officers as set out in the Constitution and Regulations.

7.2 Elected Officers

The Elected Officers of the Institute shall be the Board as defined in clauses 6.2(i) - (iv).

All Elected Officers shall serve a two-year term.

7.2.1 Co-Presidents

The Co-Presidents shall be the persons elected as Co-Vice Presidents (Co-Presidents-Elect).

The Co-Vice Presidents shall accede to the positions of Co-Presidents on the Co-Presidents completing their two-year term or resigning or being removed from office.

The Co-Presidents shall take turns at being chair of meetings of the Board and General Meetings. The Co-Presidents shall represent the Institute in public affairs. The Co-Presidents may delegate the role of chair for any meetings of the Board.

If no second President is elected, then the sole President will exercise all the duties of the President and the Board will proactively endeavour to appoint the second President as soon as reasonably practicable.

If both Co-President positions are vacant (for any reason) and there are no Co-Vice Presidents to accede to the positions of Co-Presidents, then the first order of business at the next Board Meeting shall be the election of two Co-Presidents.

The CEO and Treasurer shall report to the Co-Presidents between meetings of the Board. The Co-Presidents may direct that the CEO and Treasurer report to the Co-Vice Presidents between meetings of the Board.

7.2.2 Vice Presidents

The Vice-Presidents shall be elected, from among the elected Board members, by the Board.

If the second Vice President position is vacant (for any reason), then the sole Vice President will exercise all the duties of the Vice President and the Board will proactively endeavour to appoint

a second Vice President as soon as reasonably practicable.

If both Vice President positions are vacant (for any reason), then the first order of business at the next Board Meeting shall be the election of two Vice Presidents.

One of the Vice Presidents shall deputise for the Co-Presidents in the event that both Co-Presidents are absent from any meeting of the Board, or upon any temporary incapacity of the Co-Presidents.

If both Vice Presidents wish to deputise for the President in the event of the Co-Presidents' absence from any meeting of the Board or upon any temporary incapacity, then a vote of the Board shall decide which Vice President shall deputise for the President.

7.3 Appointed Officers

The Board may appoint a CEO and/or a Treasurer who shall be among the Appointed Officers of the Institute. As appointees of the Board, a CEO or a Treasurer may only be removed by the Board. The CEO and Treasurer may be elected members of the Board.

The CEO shall attend the Board meetings and shall have voting rights.

The Board may approve a stipend to be paid to the Treasurer (if one is appointed) for his/her services.

7.3.1 CEO – Duties and Responsibilities

The Board shall appoint a CEO of the Institute. That person shall accept such responsibilities and perform such tasks as determined by the Board from time to time, which may include:

- a. Setting the strategic vision for the Institute with the Board;
- b. Working alongside the Institute's Working Groups where necessary to advance the Institute's strategies and objectives;
- c. Leading the Institute alongside the Co-Presidents;
- d. Building international relationships (e.g. conference speakers and judging of international awards);
- e. The creation and maintenance of accurate records of the Institute's membership, policies and proceedings;
- f. Day to day operation of the national wharehenui (office);
- g. Employment relations for the Institute's employees;
- h. Legal and constitutional compliance;
- i. Institute sponsoring partnership;
- j. Continuing Professional Development for Members; and
- k. Day to day management of the Institute.

The CEO may be a Member of the Institute.

If there is no CEO, the Board shall appoint an acting CEO until a permanent candidate can be appointed.

The Board may engage or retain the CEO on any terms it thinks fit, and may suspend or terminate the CEO's engagement in its discretion.

7.3.2 Treasurer – Duties and Responsibilities

The Board shall appoint a Treasurer of the Institute.

The Treasurer is not required to be a Member of the Institute and may only be removed by the Board.

The Treasurer may attend Board meetings upon invitation by the Board.

The Treasurer's responsibility (if one is appointed) shall be the accurate recording and management of the Institute's financial affairs, which includes (without limitation):

- i. The preparation of the financial report for Board meetings;
- ii. The preparation of budgets and updates;
- iii. The payment of creditors;
- iv. Ensuring the completion of year-end financial accounts and statutory reporting, including maintaining records of all income and expenditure and any other financial transactions necessary to enable preparation of the balance sheet and statement of income and expenditure for the Institute, to be submitted to the Annual General Meeting;
- v. Keeping track of the authorities for any Officer to act as a signatory on any financial instrument of the Institute, including any bank authority;
- vi. Maintaining necessary statutory records relating to the financial transactions of the Institute for such period as may be required by law; and
- vii. Ensuring the proper preparation and filing of financial documents and returns required to comply with financial reporting and regulatory compliance (including wage and salary returns, GST, ACC, and reporting requirements for Incorporated Societies).

If there is no Treasurer, the Board shall be vested with the powers of the Treasurer. If there is no Board, the most recent former Co-President of the Institute, being willing to act, shall be deemed to be the Treasurer.

7.3.3 Officer grounds for removal

A person ceases to be an Officer of the Institute if the person:

- a. Resigns in writing;
- b. Is removed from office in accordance with clause 6.9.2 or 6.8;
- c. Becomes disqualified from being an Officer under the Act; or
- d. Dies.

7.4 Honorary Officers

Honorary Officers of the Club shall be:

7.4.1 Honorary Auditor

The Board may appoint an Honorary Auditor to audit the Institute's annual accounts, and can approve a stipend to be paid to the Honorary Auditor for his/her services.

7.4.2 Honorary Solicitor

The Board may appoint an Honorary Solicitor to advise on legal matters, and can approve a stipend to be paid to the Honorary Solicitor for his/her services.

7.5 Contracts with Officers

Provided it is in the category of permitted interests in accordance with section 24 of the Incorporated Societies Act 2022, no Officer or member of the Board shall be disqualified from office by contracting with the Institute, provided that any interests are declared prior to contracting and payment for services are on arms-length terms.

8.0 Officer Duties

8.1 Duties owed to the Institute

Officers' duties are owed to the Institute rather than to the Members.

8.2 Duty to Act in Good Faith and in Best Interests

An Officer when exercising powers or performing duties, must act in good faith and in what the Officer believes to be the best interests of the Institute.

8.3 Powers to be Exercised for Proper Purpose

An Officer must exercise a power for a proper purpose.

8.4 Officers to Comply with Act and Constitution

An Officer must not act, or agree to the Institute acting, in a manner that contravenes the Act or this Constitution.

8.5 Officer's Duty of Care

An Officer when exercising powers or performing duties as an Officer, must exercise the care, diligence, and skill that a reasonable person with the same responsibilities would exercise in the same circumstances taking into account, but without limitation:

- a. The nature of the Institute;
- b. The nature of the decision; and
- c. The position of the Officer and the responsibilities undertaken by them.

8.6 Duty Relating to Activities that Create a Substantial Risk of Loss to Creditors

An Officer must not cause or allow or 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.

8.7 Duty in Relation to Obligations

An Officer 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.

8.8 Use of Information and Advice

An Officer of the Institute, 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 any of the following persons:

- a. An employee of the Institute whom the Officer believes on reasonable grounds to be reliable and competent in relation to the matters concerned;
- b. A professional advisor or expert in relation to matters which the Officer believes on reasonable grounds to be within the person's professional or expert competence; and
- c. Any other Officer or Working Group of Officers upon which the Officer did not serve in relation to matters within the Officer's or Working Group's designated authority.

9.0 Meetings

9.1 Board Meetings- Conduct, Quorum and Records

Board meetings shall, where costs permits, endeavour to meet in person no less than once every three months (or as business demands).

At Board meetings, 50% of Board members shall form a quorum.

If any member of the Board is absent from three (3) consecutive Board meetings without leave from the Board, their seat may be declared vacant by the Board.

Any Board member ceasing to be a Member of the Institute shall immediately relinquish their position on the Board.

Meetings may be held in person, by telephone or audio conference, by video conference, or by a combination of these methods.

Minutes of Board meetings are the duty of the CEO.

The Board may act by resolution approved by more than half of the Board members, through a written ballot conducted by email or mail.

Other than as prescribed by any applicable laws, by this Constitution or by Regulations, the Board shall regulate its own procedures as it thinks fit.

9.2 Procedure for Giving Notice of AGMs & SGMs

Notices for General Meetings shall be given by the CEO on instruction from the Board.

Not less than 14 days prior to the General Meeting, the CEO shall give a Notice of Meeting of a General Meeting, stating (at the minimum):

- The date, time and place for the meeting;
- The proposed motion or remits;
- If elections are to be held for any position of Elected Officer, a list of nominations for the Board;
- Agenda of the General Meeting;
- Where voting papers for items to be voted on by post, ballots or proxy voting forms may be collected; and
- The closing deadline for receipt of such forms.

The CEO shall send notice by email to the recipient's last known email address as recorded in the Register of Members.

No notice is required to be given to Members by individual notice.

9.3 Annual General Meeting

The Institute shall hold an Annual General Meeting (AGM) open to all Members within four months following the end of the Institute's financial year and no later than 15 months after the previous AGM.

9.3.1 Business of the AGM

The business of every AGM shall be:

- i. Considering reports from the Co-Presidents, Working Groups (where appropriate), and the CEO;
- ii. Electing Officers of the Institute (every second AGM, provided that elections for Officers of the Institute may also be held if necessary due to vacancies);
- iii. Receiving the financial statements;
- iv. Receiving the Auditor's report (if available); and
- v. Considering remits, Notices of Motion and general business.

No motion to alter the Primary Objects of the Institute, or to suspend or discontinue the Institute's activities (or a substantial part of them) or to wind up or dissolve the Institute, shall be considered at an AGM unless the motion was included in the Notice of Meeting sent in advance of the AGM.

9.3.2 Preliminary Notice of AGM

A preliminary notice of the proposed date and place of the AGM shall be given by the CEO seeking remits and Notices of Motion from Members and nominations for Elected Officers at least 28 days before any AGM.

The Board shall consider all remits and nominations and settle on the proper form and content of the Notice of Meeting and then incorporate its determinations in the Notice of Meeting to be given in accordance with the provision of clause 9.2.

9.4 Special General Meetings

A special general meeting (SGM), open to all Members, may be called by the Board at any time, or shall be convened upon receipt of a requisition signed by not less than 10% of all Members having voting rights setting out the objects of such a meeting.

9.4.1 Business of SGM

The business of an SGM shall be confined to the purposes stated in the notice of such a meeting. No general business can be conducted at an SGM.

9.4.2 Notice of SGM

The SGM shall be called by the Board within 50 days of receiving a requisition, or at any time if called by the Board.

Not less than 14 days prior to the date of the SGM the CEO shall give a Notice of Special General Meeting in the form as prescribed pursuant to the provisions of clause 9.2.

Special General Meetings may be held by ballot voting form in which case the Notice shall specify that the voting is to be by ballot voting form and that a quorum is not required.

Any resolution proposed at a SGM held by ballot voting form shall be passed by receipt of votes of Members in favour of 50% of the Members eligible to vote if it is an Ordinary Resolution and 75% of Members eligible to vote if it is a Special Resolution.

9.5 General Meetings - Conduct, Quorum and Records

Meetings shall be conducted according to usual practice of meetings or if standing orders have been promulgated by the Board in Regulations, then in accordance with those Regulations.

The quorum for General Meetings shall be no less than 10 voting Members or 40% of voting Members (whichever is the lesser).

Minutes are the duty of the CEO, and record keeping requirements (if any) shall be as specified in the Regulations.

9.6 Proxy Voting

Unless specified otherwise in the notice of meeting, proxy votes for any General Meeting must be delivered to the CEO no later than 24 hours before the meeting is scheduled to commence.

9.7 Resolution in lieu of meeting

A resolution in writing signed by not less than 75% of the Members who would be entitled to vote on that resolution at a General Meeting is as valid as if it had been passed at a General Meeting of those Members.

A Member may give their approval by:

- a. Signing the resolutions; or
- b. Giving their approval to resolution by email.

A resolution in writing in lieu of a meeting may consist of several documents (including letters, emails or other written means of communication) in similar form each approved by or on behalf of 1 or more of the Members entitled to vote.

10.0 Monies and Finances

10.1 Financial year

The financial year of the Institute shall be from the first day of April to the last day of March in the same calendar year unless otherwise resolved by the Board.

10.2 Monies as Institute property

All monies, being property of the Institute, shall be lodged to the credit of the Institute or its duly convened Working Group at a Board approved bank.

Donated monies or monies provided pursuant to an agreement to sponsor or otherwise accepted by the Institute on trust or to be invested at the direction of the donor or pursuant to any deed or agreement for such special purposes shall be dealt with by the Institute in accordance with the terms and obligations imposed on the Institute on acceptance of the monies.

10.3 Inspection of books

Any Member of the Institute may inspect the books and accounts of the Institute at the office of the Institute at any reasonable time on making application to and receiving approval (which shall not be unreasonably withheld) from the CEO or Treasurer.

10.4 Pecuniary gain

The Institute does not have the purpose of making a profit for Members and prohibits distribution of property in any form to Members.

No Member of the Institute shall derive any pecuniary gain from the monies or the financial dealings of the Institute, or from transactions involving the real or personal property of the Institute, except as provided for in Section 24 of the Incorporated Societies Act 2022 and its amendments. Any such payments or transactions permitted by section 24 of the Act must be reasonable and relative to that which would be paid in an arms-length transaction (being open market value).

10.5 Membership fees

The fees for each class of membership shall be of such amounts as determined by resolution of the Board.

10.5.1 Requirements of a resolution relating to fees

A resolution proposing membership fees shall specify:

- a. The amount of the fee;
- b. The classes of membership liable to pay such fee;
- c. The terms of payment permitted;
- d. Any special terms including any discounts, rebates or discretions reserved to the Board to suspend, forgive, discount, rebate or otherwise deal with any Member with respect to that Member's liability to pay such fee; and
- e. Whether such fee is to continue until further resolution of the Board or is to end on a date specified in the resolution.

10.5.2 Fees not vary within class or across sectors

Fees shall not vary between Members of any class nor shall any fee discriminate against any group of Members belonging to any sector group.

10.6 Special levies

If in the opinion of the Board, the Institute is in such a position that because of liabilities it cannot carry on the business of the Institute, the Board may, at an Annual or Special General Meeting for which due notice has been given, propose by Special Resolution that a levy on all Members be struck.

Such Special Resolution shall specify:

- a. The amount of the levy;
- b. The classes of Member liable to pay such levy;
- c. The terms of payment permitted provided that if the Institute in the opinion of the Auditor is insolvent or likely to become insolvent without such levy (who shall provide a report to Members in relation to the state of solvency of the Institute) such levy shall be payable forthwith; and
- d. Whether the levy is to continue until further resolution of the Members or is to end on a date specified in the resolution.

The resolution shall not specify any special terms including any discounts, rebates or discretion's reserved to the Board to suspend, forgive, discount, rebate or otherwise deal with any Member with respect to that Member's liability to pay such levy.

11.0 Property

11.1 Records

The Institute shall keep appropriate records of its property, including the acquisition and disposal of such property, and such records shall be open for inspection by Members unless the Board with due and adequate reason determines that such inspection shall not be permitted.

11.2 No rights to Members

No Member shall have any personal right or privilege to any of the Institute's property of any nature except under terms determined by the Board.

12.0 Self-Interested Transactions

12.1 Interests Register

An Officer, after becoming aware of the fact that they are interested in a transaction or proposed transaction with the Institute, must disclose the details and nature of the interest to the Board and an interests register must be kept.

An Officer of the Institute may inspect the interests register at any reasonable time.

If the Institute becomes aware of an Officer's interest in a transaction that has already completed, which was not disclosed or entered on the interests register, the Institute must notify the Members as soon as becoming aware of the failure.

A transaction entered into by the Institute in which an Officer of the Institute is interested may be avoided by the Institute at any time before the expiration of three months after the transaction is notified to the Members, provided however that the Institute cannot avoid the transaction if the Institute receives fair value under it.

12.2 Consequences of being interested

An Officer of the Institute who is interested in a transaction entered into, or to be entered into, by the Institute:

- (a) Must not vote or take part in any decision of the Board related to the matter (unless all uninterested Elected Officers consent to the interested Officers participation);
- (b) Must not sign any document in relation to the matter (unless all uninterested Elected Officers consent to the interested Officers participation);
- (c) May take part in the discussion of the matter and be present during the decision on the matter (unless the Board decides otherwise); and
- (d) May be counted for the purposes of determining whether there is a quorum at any meeting where the transaction is considered.

If 50% or more of Elected Officers are prevented from voting due to being interested in a transaction, then a Special General Meeting must be called to determine the matter.

13.0 Dispute Resolution

13.1 Raising a Dispute

A Member or an Officer of the Institute may make a complaint by giving the Board notice in writing that:

- a. States that the Member or Officer is raising a Dispute for resolution in accordance with the dispute resolution procedure set out in the Constitution; and
- b. Sets out the allegation to which the Dispute relates and (if applicable) to whom the allegation is against, which must contain sufficient details to inform the Institute of all material information relating to the Dispute, and (if applicable) to enable the person to whom the Dispute relates to prepare a response.

The Institute may make a complaint involving an allegation against a Member or an Officer by giving to the Member or Officer a notice in writing that:

- a. States that the Institute is raising a Dispute for resolution in accordance with the dispute resolution procedure set out in the Constitution; and
- b. Sets out the allegation to which the Dispute relates, which must contain sufficient details to fairly advise the allegation and enable the Member or Officer to prepare a response.

13.2 Right to be Heard

A Member or an Officer who makes a complaint has a right to be heard before the complaint is resolved or any outcome is determined.

If the Institute makes a complaint, the Institute will have the right to be heard before the complaint is resolved or any outcome is determined, and one or more Officers may exercise that right on behalf of the Institute.

If a Member, an Officer or the Institute makes a complaint, they must be given:

- a. An oral hearing if the decision-maker considers that an oral hearing is needed to ensure an adequate hearing;
- b. Reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
- c. The right to have their written statement or submissions (if any) considered by the decision-maker.

If a complaint is made against a Member, an Officer or the Institute, they will have the right to be heard before a complaint is resolved or any outcome is determined (one or more Officers may

exercise the right on behalf of the Institute).

If a Member, an Officer or the Institute is involved in a complaint alleging that they have:

- a. Engaged in misconduct;
- b. Breached, or is likely to breach, a duty under this Constitution, the Regulations or the Act; or
- c. Damaged the rights or interests of a Member or the rights or interests of Members generally;

then they must be given:

- i. Sufficient details and time to enable them to prepare a response to the complaint;
- ii. An oral hearing if the decision-maker considers that an oral hearing is needed to ensure an adequate hearing;
- iii. Reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
- iv. The right to have their written statement or submissions (if any) considered by the decision-maker.

When investigating and determining any Dispute, the decision-maker shall have sole discretion to decide whether an oral hearing is required. If the decision-maker decides an oral hearing is required, the decision-maker has sole discretion to determine whether to hold that meeting in person, or by use of audio or audio-visual methods, or a combination of these methods.

13.3 Investigating a Dispute

The Institute must, as soon as is reasonably practicable after receiving or becoming aware of a complaint made in accordance with clause 13.1, ensure that the Dispute is investigated and determined.

The Institute may refer a complaint to:

- a. A Working Group or an external person to investigate and report to the Board; or
- b. A Working Group, arbitral tribunal, or external person to investigate and make a decision.

The decision-maker may investigate and determine a Dispute by:

- a. Holding an oral hearing;
- b. Holding meetings with the complainant and respondent (and support persons); or
- c. Requesting written submissions from the complainant and the respondent.

The decision-maker must have regard to the complainant and respondent's right to be heard as set out in clause 13.2.

The decision-maker may decide not to proceed further with a complaint if:

- a. The complaint is trivial;
- b. The complaint does not appear to disclose or involve any allegation of the following kind:
 - i. That a Member or an Officer has engaged in material misconduct;
 - ii. That a Member, Officer, or the Institute has materially breached, or is likely to breach, a duty of this Constitution, the Regulations or the Act;
 - iii. That a Member's rights or interests or Members' rights or interest generally have been materially damaged;
- c. The complaint appears to be without foundation or there is no apparent evidence to support it;
- d. The person who makes the complaint has an insignificant interest in the matter;
- 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.

A Member may not make a decision on, or participate as a decision-maker for a Dispute, if two or more Elected Officers, or two or more Members of a Working Group dealing with a Dispute, consider that there are reasonable grounds to believe that the person may not approach the complaint impartially, or without a predetermined view.

13.4 Resolving Disputes

The decision-maker may:

- a. Decide not to proceed further with a complaint;
- b. Reprimand, suspend or expel the Member or Officer (provided however that any expulsion of a member must be approved by the Board in the manner described in clause 5.11.3 of this Constitution); or
- c. Make any decision which the decision-maker thinks appropriate in order to resolve the Dispute.

The decision of the decision maker shall be made in the sole discretion of the decision maker, and shall be final. The decision may be published in the Institute's newsletter or other publication.

14.0 Access to Information

14.1 Request for Information

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

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

The Institute must, within a reasonable time after receiving a request:

- a. Provide the information;
- b. Agree to provide the information within a specified period;
- c. Agree to provide the information within a specified period if the Member pays a reasonable charge to the Institute (which must be specified and explained) to meet the cost of providing the information; or
- d. Refuse to provide the information, specifying the reasons for the refusal.

If the Institute requires the Member to pay a charge for the information, the Member may withdraw the request, and must be treated as having done so unless, within 10 Working Days after receiving notification of the charge, the Member informs the Institute:

- a. That the Member will pay the charge; or
- b. That the Member considers the charge to be unreasonable.

Nothing in this rule limits Information Privacy Principle 6 of the Privacy Act 2020.

14.2 Refusing a Request

Without limiting the reasons for which the Institute may refuse to provide the information, the Institute may refuse to provide the information if:

- a. Withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons;
- b. The disclosure of the information would, or would be likely to, prejudice the commercial position of the Institute or any of its Members;
- c. The disclosure of the information would, or would be likely to, prejudice the financial or commercial position of any other person, whether or not that person supplied the information to the Institute;
- d. Withholding the information is necessary to maintain legal professional privilege;

- e. The disclosure of the information would, or would be likely to, breach an enactment;
- f. The burden to the Institute in responding to the request is substantially disproportionate to any benefit that the Member (or any other person) will or may receive from the disclosure of the information; or
- g. The request for the information is frivolous or vexatious.

15.0 Miscellaneous

15.1 Constitution & Regulations

Every Member shall, on request to the CEO, be provided by the CEO with a copy of the Constitution of the Institute and any Regulations in force at the time of request. That copy may be provided in electronic form.

Provision of the Constitution and Regulations of the Institute shall be deemed to have been made by posting the relevant documents for free, public and non-restricted download from a website at www.designersinstitute.nz.

15.1.1 Alteration or rescission of the Constitution

The Board or any Member may, by notice of Special Resolution provided to the CEO, require the CEO to:

- a. place a resolution proposing the alteration of, amendment to, or rescission of the Constitution on the agenda of business for the next AGM (if notice of the next AGM is not yet given to Members); or
- b. place the proposed resolution on the agenda of business for the next SGM (if notice of the next AGM is already given to Members, and if an SGM for the purpose of considering the notice is validly called).

The notice of Special Resolution may be accompanied by explanatory notes describing the objective(s) and intention of the Special Resolution, provided that the explanatory notes shall not exceed 500 words.

The CEO, on receiving a valid notice of Special Resolution, shall refer the Special Resolution to the Honorary Solicitor who shall, without delay, provide an opinion to the Co-Presidents on whether or not the subject matter of the proposed resolution can be lawfully passed by the General Meeting.

The Honorary Solicitor may propose amendments or alternative wordings to give effect to the broad intentions as expressed in the notice and explanatory notes. That report shall be given in a Notice of Meeting to Members prior to the General Meeting.

A notice of motion proposing alteration of, amendment to, or rescission of the Constitution and Regulations, either in whole or in part, may only be considered at a General Meeting, if:

- i. The motion clearly identifies each alteration of, or amendment to, or rescission of each provision of Constitution proposed to be changed;
- ii. There are no changes to the Constitution's pecuniary gain

clause (10.4) or the winding up clause (15.5), and no other changes are proposed which would allow personal pecuniary profits to be given to any Members. The provisions and effect of this clause 15.1.1(ii) shall not be removed from this Constitution and shall be included and implied into any replacement Constitution; and

- iii. The Honorary Solicitor has provided an opinion to the President on the proposed change(s).

A Special Resolution altering, amending or rescinding the Constitution, either in whole or in part, shall only come into effect if:

- a. It is adopted by Special Resolution at a General Meeting; and
- b. After being filed by the CEO with the Registrar of Incorporated Societies, is then accepted by the Registrar of Incorporated Societies as being properly registerable at law. Any Special Resolution not accepted for registration shall be deemed to have been unlawfully approved and shall be null and void.

15.1.2 Minor or technical amendments of the Constitution

The Institute may amend the Constitution if the amendment has no more than a minor effect, corrects errors or makes similar technical alterations.

The Board must ensure that written notice of the minor or technical amendment to the Constitution is sent to every Member of the Institute, which includes:

- a. The text of the amendments; and
- b. Member's rights to object to the amendment.

If no objection by a Member is received by the Board or CEO within 20 Working Days after the notice was sent, the Institute may make the amendment.

However, if an objection is received from a Member, the Institute may not make the amendment.

15.1.3 Alteration or rescission by the Board of Regulations

The Board may adopt, alter or rescind any Regulation at any meeting of the full Board, provided that such change is necessary to better carry out its duties pursuant to this Constitution, to better conduct the affairs of the Institute, or to better manage the activities of Members in accordance with the objects.

15.1 Notices of motion

Any Member may, by notice of Ordinary Resolution to the CEO before notice of the next General Meeting is given to Members, require the CEO to place on the agenda of business for such next General Meeting a notice of motion proposing alteration of, amendment to, or rescission of any Regulation and such notice of motion shall be put to the next General Meeting of Members.

15.2 Registered office

The registered office of the Institute shall be at the place determined by the Board and registered with the Registrar of Incorporated Societies.

15.3 Serving of notices

Any notice required to be given by this Constitution shall (unless otherwise set out in this Constitution) be in writing and given by either:

- i. delivery to the person required to receive it;
- ii. posted, in the case of notices by Members to the Institute or the Officers, to the registered office of the Institute. Delivery shall be deemed to have occurred after 5 Working Days have elapsed from the date of posting;
- iii. posted, in the case of notices to Members to the Member's last address as recorded in the Register of Members or as given by the Member to the CEO to be recorded in the Register of Members. Delivery shall be deemed to have occurred after 5 Working Days have elapsed from the date of posting; or
- iv. by email in the case of notices by Members to the Institute or its Officers, to office@dinz.org.nz, and in the case of notices to Members by email to the recipient's last known email address as recorded in the Register of Members or as given by the Member to the CEO to be recorded in the Register of Members. Delivery shall be deemed to have occurred on sending provided that no non-delivery notice is subsequently received.

Accidental omission to give notice of any meeting, or the non-receipt of such notice shall not invalidate the proceedings at any meeting.

15.4 Contracts by the Institute

Any contracts entered into by the Institute shall be in writing and must be approved by ordinary resolution of a Board meeting. The Co-Presidents and the CEO are authorised to sign any approved contract or any class of contract on behalf of the Institute.

15.2 Contracts

Any contract to which the Institute is a party may also be signed by any member of the Board or employee of the Institute where the Member is authorised to sign the contract.

15.5 Dissolution or winding up

The Institute may be wound up, or liquidated, or removed from the Register of Incorporated Societies in accordance with the provisions of the Act.

The CEO shall give notice to all Members of a proposed motion to wind up the Institute, or remove it from the Register of Incorporated Societies and of the General Meeting at which any such proposal is to be considered, of the reasons for the proposal, and of any recommendations from the Board in respect to such notice of motion.

Any resolution to wind up the Institute or remove it from the Register of Incorporated Societies must be passed by a 75% majority of all Members present and voting.

15.6 Contact Officer

The Institute's Contact Officer must be:

- a. At least 18 years of age; and
 - b. Ordinarily be resident in New Zealand;
- and shall be one of the Co-Presidents, CEO or Treasurer of the Institute, as the Board determines.

Any change in that Contact Officer or that person's name or contact details shall be advised to the Registrar of Incorporated Societies within 20 Working Days of that change occurring, or the Institute becoming aware of the change.

Prior to the dissolution by the Registrar of Incorporated Societies or a resolution by the Members to voluntarily wind up of the Institute, the property, assets and monies shall, after provision for the discharge of all liabilities of the Institute, be paid or transferred to one or more similar organisation as the Institute, no distribution shall be made to any Member.

15.7 Entrenched provisions of the Constitution

The following provisions of the Constitution may only be changed by Special Resolution of Members present and voting (including votes made by proxy) at a General Meeting:

- Section 6 Structure and Government
- Section 7 Officers and Staff
- Section 15.5 Dissolution or winding up

16.0 Definitions, References & Interpretation

16.1 Use of Capital Letters

Defined words and expressions are indicated in this Constitution by capital letters for convenience only. The absence of initial capital letters shall not imply that the word or expression is used with a different meaning from that given by its definition.

16.2 Defined Terms:

In this Constitution, unless the context otherwise requires, any references to:

‘Acceptance’

means acceptance of a prospective Member’s application to join the Institute by the Board on such terms and into such membership class as the Board shall in its discretion decide;

‘Appellation’

means the abbreviation letters signifying the professional standing of each class of membership which the Member may use after his or her name on any document;

‘Act’

means the Incorporated Societies Act 2022 or any Act which replaces it (including amendments to it from time to time), and any regulations made under the Act or under any Act which replaces it;

‘agreement’

means any instrument, contract, deed, licence, franchise, or any legally enforceable arrangement, undertaking or understanding, (in each case whether or not in writing and whether express or implied);

‘Appointed Officer’

means any Officer who is not elected but who holds an office which is filled at the direction of the Board and who is charged with responsibility to the Board to manage or conduct part of the affairs of the Institute. The title and role of any Appointed Officer shall be defined in the Constitution;

‘ballot’

means unless otherwise provided in this Constitution or any Regulation the voting of all Members at a General Meeting whether in person or by delivery of a ballot paper in person or by post to the CEO for the CEO to put before the meeting for counting;

‘Behaviour Values’

means behaviour values as promulgated by the Board, which shall remain in force until the Board exercises its powers to add to,

amend or repeal the behaviour values;

‘Board’

means the board of the Institute comprising the persons described in clause 6.2;

‘Constitution’

means the rules in this document;

‘costs’

includes all legal, valuation, inspection and other costs, charges, disbursements, expenses, outgoings, fees, losses, liabilities and other similar amounts (including all legal fees on a solicitor to client basis) and any duties, GST, or similar tax payable on such costs;

Such costs may also arise by being incurred in, or of and incidental to, the negotiation, preparation, execution, delivery, completion, registration, administration, performance and enforcement of an agreement and all other ancillary agreements and documents and any variation, modification or amendment of it and the exercise or enforcement of rights under an agreement or document between the Institute and its Members or other parties;

“days”

in respect of the service of notices means the whole number of days from the sending of the notice and shall include all days of the week and statutory holidays;

‘Design Sectors’

means the specialised areas within the design profession in New Zealand from time to time identified as such by the Board and by which the Board may categorise Members;

‘Dispute’

has the meaning described in section 38 of the Incorporated Societies Act 2022;

‘document’

includes any agreement in writing and any deed, certificate, notice, instrument or document of any kind;

‘dollars’

or ‘\$’ or sums of money are (except as expressly provided) references to sums of money denominated in the lawful currency of New Zealand;

‘Elected Officers’

means any Officer who is elected to office, or who holds an office which is filled at the direction of Board pending the next Annual

General Meeting of Members. The title and role of any Elected Officer shall be defined in the Constitution;

‘General Meeting’

means either an Annual General Meeting or a Special General Meeting of the Institute;

‘Honorary Officer’

means any Officer who is not elected but who holds an office which is filled at the direction of the Board and who is charged with responsibility to the Board to provide professional advice or services. The Honorary Officer shall not be obliged to accept responsibility for the affairs of the Institute beyond those imposed in the discharge of that Honorary Officer’s professional duty. The title and role of any Honorary Officer shall be defined in the Constitution;

‘Member’

means a person properly admitted to the Institute who has not ceased to be a Member of the Institute;

‘Officer’

means a person having a defined role pursuant to this Constitution as a member of the Board or having a defined administrative or advisory role with the Institute and shall include Appointed, Elected, and Honorary Officers;

‘Ordinary Resolution’

means a resolution of Members passed by a simple majority of Members attending or voting by proxy at a meeting of Members;

‘Participation’

means in the context of Member rights the right of a Member to participate in the activities and proceedings of the Institute, or serve as a participant in any Working Group;

‘person’

includes any natural person, company, corporation, firm, partnership, joint venture, society, Institute, organisation or other group or association of persons (whether incorporated or not), trust, state or agency of state, statutory or regulatory body, local authority, government or governmental or semi-governmental body or agency (in each case whether or not having separate legal personality);

‘Register of Members’

means the register of Members kept under this Constitution;

‘Regulation’

shall mean, unless the context otherwise clearly requires

a different meaning, any written direction of the Board regulating its relationship with Members or the relationship between Members or standards of conduct of Members (including Behaviour Values) the subject of which are within the powers of the Board contained in this Constitution;

‘Rights’

means in the context of Members a Member’s defined rights as set out in the Constitution and otherwise at law;

‘Speaking’

means with respect to the rights of Members the right to speak at meetings of Members;

‘Special General Meeting’

means a meeting of Members, other than an Annual General Meeting, called for a specific purpose or purposes;

‘Special Resolution’

means a resolution of Members passed by 75% of Members attending or voting by proxy at a meeting of Members;

‘Sponsor’

means within the context of membership the number of and class of Member required to support a prospective Member’s application for membership or application of a Member for elevation from a subordinate class of membership to a higher class of membership;

‘Voting’

means with respect to the rights of Members the right of Members to vote at any meeting of Members for candidates for the Board by ballot, proxies or vote in person and shall include non-financial Members where the Board has by Regulation declared that non-financial Members may vote if the arrears of subscriptions are not greater than a prescribed amount in dollars or overdue for more than a prescribed number of months;

‘Working Day’

means any day of the week other than:

- a. Saturday or Sunday;
- b. A public holiday; or
- c. Any day in the period commencing with 23 December in any year and ending with 6 January in the following year.

A Working Day shall be deemed to commence at 9.00am and to terminate at 5.00pm;

‘Working Group’

means a working group as described in clause 6.12.

16.3 Accounting Terms:

Unless otherwise expressly defined in the Constitution, expressions or descriptions used in the Constitution concerning accounting or reporting functions shall, where not prescribed by law, bear the meanings ascribed to those expressions according to the Financial Reporting Standards and otherwise in accordance with the generally accepted accounting principles as applied in New Zealand and where applicable as defined in Statements of Standard Accounting Practice issued by Chartered Accountants Australia and New Zealand (CAANZ) and in force at the date of the Constitution or subsequently brought into force.

16.4 General interpretation:

In the Constitution unless the context otherwise requires:

- a. Words (including words defined in the Constitution) denoting the singular number only shall include the plural and vice versa;
- b. Words denoting any gender shall include all other genders;
- c. Any period shall (unless the contrary is expressly stated) include the whole of the day on which the period commences and the whole of the day on which it expires. Any times or dates are references to times and dates in New Zealand;
- d. Any reference to legislation, statute, regulation, ruling, code, rules or ordinance includes reference to any modification, substitute for, consolidation or re-enactment of it and any regulation, order in committee or other instrument from time to time made or issued there under;
- e. A document or agreement between the Institute and any other party includes such document or agreement as modified, varied, supplemented, novated, replaced or substituted from time to time; and
- f. References to recitals, clauses, subclauses, schedules or annexures in the Constitution are references to the recitals, clauses, subclauses, schedules and annexures of the Constitution.

16.5 Headings etc.:

Headings, marginal notes and the table of contents are included for convenience only and shall not affect the interpretation of the Constitution.