



CONCRETE NEW ZEALAND  
INCORPORATED

# RULES

VERSION 9.0  
NOVEMBER 2024



# THE RULES OF CONCRETE NEW ZEALAND INCORPORATED

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## 1. NAME

- 1.1 The name of the Society will be Concrete New Zealand Incorporated (referred to in this constitution as '**Concrete NZ**').

## 2. PURPOSES

- 2.1 The purposes of Concrete NZ are to:
- 2.1.1 Position concrete as a sustainable material of choice for the built environment.
  - 2.1.2 Develop and defend the markets for concrete.
  - 2.1.3 Develop and support industry related research.
  - 2.1.4 Share industry knowledge and technical information.
  - 2.1.5 Develop and provide training in concrete related matters.
  - 2.1.6 Promote and encourage ethical conduct amongst Members.
  - 2.1.7 Institute, promote and support, or oppose, legislative or other measures affecting the interests of the industry.
  - 2.1.8 Carry out any other related activities that are in the interests of the concrete industry.
- 2.2 The Board has all the powers necessary for managing – and for directing and supervising the management of – the operation and affairs of Concrete NZ, subject to such modifications, exceptions, or limitations as are contained in the **Act** or in this **Constitution**.
- 2.3 In addition to its statutory powers Concrete NZ:
- 2.3.1 May use its funds to pay the costs and expenses of furthering or carrying out its purposes, and for that purpose may employ such people and establish committees as necessary.
  - 2.3.2 May purchase, lease, hire or otherwise acquire, may exchange, and may sell, lease or otherwise dispose of property, rights or privileges to further or carry out its purposes as necessary.
  - 2.3.3 May negotiate joint venture agreements and other contracts to achieve Concrete NZ's purposes.
  - 2.3.4 May invest in any investment in which a trustee may invest.
  - 2.3.5 Will have the power to borrow or raise money by debenture, bonds, mortgage and other means with or without security. However, this borrowing power will only be exercised by a resolution at a general meeting of which 10 clear days prior written notice has been given to all Members.
  - 2.3.6 Will have the power to do all lawful acts and things incidental or conducive to the attainment of Concrete NZ's purposes.

- 2.4 Notwithstanding any other provision, Concrete NZ will only use its money to further purposes recognised by law. No money of Concrete NZ is to be applied for the sole personal or individual benefit of any Member.
- 2.5 Concrete NZ is not and does not intend to be registered as a charitable entity under the Charities Act 2005.

### **3. REGISTERED OFFICE AND CONTACT PERSON**

- 3.1 The registered office of Concrete NZ will be at such place as the Board from time to time determines.
- 3.2 Concrete NZ shall have at least one contact person whom the Registrar can contact when needed, to be appointed by the Board.
- 3.3 The contact person's name and contact details will be provided to the Registrar of Incorporated Societies and any change in that contact person 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 Concrete NZ becoming aware of the change.

### **4. MEMBERSHIP**

#### **CLASSES OF MEMBERSHIP**

- 4.1 Concrete NZ will have the classes of membership set out in Schedule 1. The Board may amend these classes from time to time.
- 4.2 The eligibility criteria for each class of membership are set out in Schedule 1. The Board may amend the eligibility criteria from time to time.
- 4.3 The voting rights for each class of membership are set out in Schedule 1, together with such other rights and entitlements as the Board from time to time determines.

#### **BECOMING A MEMBER**

- 4.4 Membership of Concrete NZ will be open to any Person who meets the eligibility criteria for the class of membership for which they have applied, at the discretion of the relevant Concrete NZ membership class and/or the Board.
- 4.5 Any Person wishing to become a Member must complete and submit an application form in writing (in the form from time to time approved by the Board) and pay any application, subscription and/or other fee set by the Board pursuant to these rules.
- 4.6 The application form must contain the signed written consent of the applicant to become Member (to be retained by Concrete NZ).

#### **REGISTER OF MEMBERS**

- 4.7 The Secretary will keep and maintain a register of Members. The register of Members will, in respect of each class of membership, set out the full name, last known contact

details, date of entry of the name of each Member and any other information prescribed by the Regulations. The register will be available for inspection by Members upon request.

- 4.8 Every Member shall promptly advise the Secretary of any changes of their contact details.
- 4.9 Concrete NZ shall also keep a record of the former Members of Concrete NZ. For each Member who ceased to be a Member within the previous seven years, the Concrete NZ will record:
- 4.9.1 The former Member's name, and
- 4.9.2 The date the former Member ceased to be a Member.

## **OBLIGATIONS OF MEMBERSHIP**

- 4.10 All Members shall promote the interests and purposes of Concrete NZ and shall do nothing to bring Concrete NZ into disrepute.
- 4.11 Members must treat all information relating to commercial arrangements entered into by Concrete NZ as strictly confidential and must not disclose any information regarding Concrete NZ to any third party without the prior written approval of Concrete NZ.

## **ANNUAL SUBSCRIPTION AND OTHER FEES**

- 4.12 Subscription and other fees payable by Members, shall be set by the Board in agreement, where relevant, with the membership classes. The Board may determine the method of payment for those fees as it thinks fit.

## **CESSATION OF MEMBERSHIP**

- 4.13 A Member will cease to be a Member of Concrete NZ if the Member:
- 4.13.1 resigns from Concrete NZ in accordance with clause 4.14, or
- 4.13.2 on termination of a Member's membership following a dispute resolution process under these Rules, or
- 4.13.3 ceases to meet the relevant criteria for membership.

## **RESIGNATION OF MEMBER**

- 4.14 A Member of Concrete NZ may resign from Concrete NZ by giving notice in writing to the Secretary of his, her or a firm's resignation. The resignation will take effect immediately.
- 4.15 The Secretary must record in the register of Members the date on which the Member ceased to be a Member.

## **OBLIGATIONS ON CESSATION OF MEMBERSHIP**

- 4.16 A Member who has ceased to be a Member under this constitution:
- 4.16.1 remains liable to pay all subscriptions and other fees to Concrete NZ's next balance date;

- 4.16.2 shall cease to hold themselves out as a Member of Concrete NZ;
- 4.16.3 shall return to Concrete NZ all material provided to Members by Concrete NZ;  
and
- 4.16.4 shall cease to be entitled to any of the rights of a Member.

## **READMISSION OF FORMER MEMBERS**

- 4.17 Any former Member may apply for readmission as a Member in the manner prescribed for admission of new Members.

# **5. GOVERNANCE AND MANAGEMENT**

## **BOARD TO GOVERN CONCRETE NZ**

- 5.1 Concrete NZ shall be governed by a Board. The Board may exercise all the powers of Concrete NZ, except those that the rules require to be exercised by an Annual General Meeting or Special General Meeting.
- 5.2 The funds and property of Concrete NZ shall be:
  - 5.2.1 controlled, invested and disposed of by the Board, subject to these Rules, and
  - 5.2.2 devoted solely to the promotion of the purposes of Concrete NZ.The Board shall maintain bank accounts in the name of Concrete NZ.
- 5.3 The Board must ensure that there are kept at all times accounting records that:
  - 5.3.1 correctly record the transactions of Concrete NZ, and
  - 5.3.2 allow Concrete NZ to produce financial statements that comply with the requirements of the Act, and
  - 5.3.3 would enable the financial statements to be readily and properly audited (if required under any legislation or Concrete NZ's Rules).

The Board must establish and maintain a satisfactory system of control of Concrete NZ's accounting records.

The accounting records must be kept in written form or in a form or manner that is easily accessible and convertible into written form. The accounting records must be kept for the current accounting period and for the last seven completed accounting periods of Concrete NZ.

## **COMPOSITION OF THE BOARD**

- 5.4 The Board of Concrete NZ shall comprise:
  - 5.4.1 Three Persons appointed by the Cement Sector Group as determined by the Group's Terms of Reference. These Members will hold office for a term of three years and are each eligible for re-appointment for one further three year term.

- 5.4.2 One Person appointed by the Learned Society as determined by the Learned Society's Terms of Reference. This Member shall hold office for a term of two years and shall be eligible for re-appointment for a further term or terms as put forward by the Learned Society with the approval of the Board. The maximum continuous term that can be served by a Member is six years.
- 5.4.3 One Person appointed by the Precast Sector Group as determined by the Group's Terms of Reference. This Member shall hold office for a term of two years and shall be eligible for re-appointment for a further term or terms as put forward by that sector group with the approval of the Board. The maximum continuous term that can be served by a Member is six years.
- 5.4.4 One Person appointed by the Readymix Sector Group as determined by the Group's Terms of Reference. This Member shall hold office for a term of two years and shall be eligible for re-appointment for a further term or terms as put forward by that sector group with the approval of the Board. The maximum continuous term that can be served by a Member is six years.
- 5.4.5 One Person appointed by the Masonry Sector Group as determined by the Group's Terms of Reference. This Member shall hold office for a term of two years and shall be eligible for re-appointment for a further term or terms as put forward by that sector group with the approval of the Board. The maximum continuous term that can be served by a Member is six years.
- 5.4.6 At the Board's discretion, any subsequent approved Sector Group is eligible to have one Person on the Board. This Person will be appointed by that Sector Group as determined by the Group's Terms of Reference. This Member shall hold office for a term of two years and shall be eligible for re-appointment for a further term or terms as put forward by that sector group with the approval of the Board. The maximum continuous term that can be served by a Member is six years.
- 5.4.7 Up to two independent Persons (being individuals who the Board considers to be independent of any particular sector group or the Learned Society of Concrete NZ) appointed by the Board. These Members shall hold office for a term of three years and shall be eligible for re-appointment for one further three year term.
- 5.5 The Board may also appoint one additional Person to the Board if it feels that it is necessary to do so in order to fill a skills or knowledge gap on the Board or otherwise assist the Board with the governance of Concrete NZ. Where appointed, an additional Person on the Board will hold office for such term as the Board determines at the time of appointment.
- 5.6 All Members of the Board must:
  - 5.6.1 be natural persons; and
  - 5.6.2 have consented in writing to be a Board Member; and
  - 5.6.3 have certified they are not disqualified by the Act from being elected or appointed or otherwise holding offices as a Board Member; and
  - 5.6.4 shall act in good faith and in what they believe to be the best interests of Concrete NZ; and
  - 5.6.5 must exercise all powers for a proper purpose; and

- 5.6.6 must not act, or agree to Concrete NZ acting, in a manner that contravenes the Act or these rules; and
- 5.6.7 when exercising powers or performing duties as a Board Member, 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 Concrete NZ,
  - (ii) the nature of the decision, and
  - (iii) the position of the Board Member and the nature responsibilities undertaken by them; and
- 5.6.8 must not agree to the activities of the Concrete NZ being carried on in a manner likely to create a substantial risk of serious loss to Concrete NZ or to Concrete NZ's creditors, or cause or allow the activities of Concrete NZ to be carried on in a manner likely to create a substantial risk of serious loss to Concrete NZ or to Concrete NZ's creditors, and must not agree to Concrete NZ incurring an obligation unless they believe at that time on reasonable grounds that Concrete NZ will be able to perform the obligation when it is required to do so.

## **CHAIRPERSON**

- 5.7 The Board will elect one of its Members as the Chairperson. Unless the Board determines otherwise, the Chairperson will hold office for a term of three years and will be eligible for re-appointment for one further three year term. The Chairperson's term of office and eligibility for re-appointment shall however be subject to eligibility for re-appointment as a member of the Board. A Chairperson cannot hold office as Chairperson beyond their term of office as a Board Member.

## **VACATION OF OFFICE**

- 5.8 The office of a Board Member becomes vacant if that Member:
- 5.1.1 Ceases to be a Member of Concrete NZ (other than an independent Board Member or additional Board Member appointed under clauses 5.4 and 5.5).
  - 5.1.2 Resigns from office by giving the Secretary notice in writing.
  - 5.1.3 Is removed following a dispute resolution process in accordance with these rules.
  - 5.1.4 Becomes disqualified by the Act from holding office as a Board Member.
  - 5.1.5 Dies.

## **REMOVAL OF BOARD MEMBERS FROM OFFICE**

- 5.9 Board Members appointed by a Sector Group or the Learned Society of Concrete NZ may be removed, subject to following a dispute resolution process in accordance with these rules, and another Member appointed in his or her place, by the relevant sector group or the Learned Society.

- 5.10 The Board may remove an independent Board Member, subject to following a dispute resolution process in accordance with these rules, and may appoint another Member in his or her place.
- 5.11 A Board Member can be removed pursuant to this clause by a resolution of the relevant Sector Group or the Learned Society where in their opinion:
- 5.11.1 The Board Member fails to attend three consecutive Board meetings without acceptable reasons for not attending;
  - 5.11.2 The Board Member has brought Concrete NZ into disrepute;
  - 5.11.3 The Board Member has failed to disclose a conflict of interest;
  - 5.11.4 The Sector Group or the Learned Society passes a vote of no confidence in the Board Member.

## **PROCEEDINGS OF THE BOARD**

- 5.12 The Board must meet at least four times each calendar year. The Chairperson or any six Members of the Board may convene a meeting. Adequate notice of a meeting must be given to Members of the Board. The notice must specify the place, date and time of the meeting and the nature of business to be transacted at it.

## **QUORUM AT A BOARD MEETING**

- 5.13 An item of business may not be transacted at a Board meeting unless a quorum of Members entitled to vote is present while the item is being transacted. The quorum is six members of the Board. If a quorum is not present at the time for commencement of a meeting, and is still not present half an hour later, the meeting is automatically adjourned to the same time and day in the next week. It is to be held in the same place unless the Chairperson specifies another place at the time of the adjournment or by a written note given to the Board Members at least 24 hours before the date of the adjourned meeting.
- 5.14 If a quorum is not present at the time of the commencement of an adjourned meeting, and is not present half an hour later, the meeting is automatically dissolved.

## **CHAIRPERSON AT BOARD MEETINGS**

- 5.15 The Chairperson must preside as chairperson at each Board meeting. If the Chairperson is absent, the Members present must elect one of their number to preside as chairperson at the meeting.

## **ADJOURNMENT OF BOARD MEETINGS**

- 5.16 The Chairperson of a Board meeting at which a quorum is present may adjourn the meeting with its consent. If a meeting is adjourned for 14 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

## VOTING BY SHOW OF HANDS AT A BOARD MEETING

- 5.17 A question that is to be decided at a Board meeting has to be decided on a show of hands. A declaration by the Chairperson that a resolution has been carried, carried unanimously, carried by a particular majority or lost, plus an entry to that effect in the minute book of Concrete NZ, is evidence of the fact, without proof of the number or proportion of the votes recorded for and against that resolution.
- 5.18 The Chairperson will have a casting vote if there is an equality of votes.

## ENTITLEMENT TO VOTE AT A BOARD MEETING

- 5.19 Every Board Member is entitled to vote at a Board meeting. If a Member owes an amount to Concrete NZ that is overdue, the remaining Board Members may by majority vote suspend that Member's right to vote until the Member has paid the overdue amount.

## SECRETARY

- 5.20 The Board must appoint one of its members as the Secretary of Concrete NZ.
- 5.21 The Secretary will be responsible for ensuring that:
- 5.21.1 Minutes of the resolutions and proceedings of each general meeting and each Board meeting are kept in Concrete NZ's minute book and the Board's minute book.
  - 5.21.2 Members of the Board are kept informed promptly of all significant events.
  - 5.21.3 Regular communication with Members is maintained.
  - 5.21.4 Such information as may be requested from time to time by any Member is provided.
- 5.22 The Secretary must also complete such other duties as the Board may determine from time to time.

## CONFLICTS OF INTEREST

- 5.23 A Board Member who is an Interested Member in respect of any Matter being considered by Concrete NZ, must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Board.
- 5.24 The Board shall at all times maintain an up-to-date register of the interests disclosed by Board Members.
- 5.25 Disclosure must be made as soon as practicable after the Board Member becomes aware that they are interested in the Matter.
- 5.26 A Board Member who is an Interested Member regarding a Matter:
- 5.26.1 must not vote or take part in the decision of the Board relating to the Matter unless all members of the Board who are not interested in the Matter consent; and

- 5.26.2 must not sign any document relating to the entry into a transaction or the initiation of the Matter unless all members of the Board who are not interested in the Matter consent; but
- 5.26.3 may take part in any discussion of the Board relating to the Matter and be present at the time of the decision of the Board (unless the Board decides otherwise).
- 5.27 However, a Board Member who is prevented from voting on a Matter may still be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.
- 5.28 Where 50 per cent or more of Board Members are prevented from voting on a Matter because they are interested in that Matter, a Special General Meeting must be called to consider and determine the Matter, unless all non-interested Board Members agree otherwise.

## **FEES AND EXPENSES FOR BOARD MEMBERS**

- 5.29 No Board Member will be entitled to meeting fees or reimbursement of travel expenses other than the Learned Society and independent Board Members whose fees and other entitlements shall be set by the Board.

## **6. MEETINGS**

### **ANNUAL GENERAL MEETING**

- 6.1 Concrete NZ must convene an Annual General Meeting of its Members in each calendar year. The Board must set the date of the meeting. The Annual General Meeting must be held no later than the earlier of the following:
  - 6.1.1 Six months after the financial year end of Concrete NZ.
  - 6.1.2 Fifteen months after the previous Annual General Meeting.
- 6.2 The notice convening the Annual General Meeting must state that the meeting is the Annual General Meeting. The ordinary business of the Annual General Meeting is as follows:
  - 6.2.1 To confirm the minutes of the last Annual General Meeting and any General Meeting held since that meeting.
  - 6.2.2 To receive from the Board reports on the transactions of Concrete NZ during the last financial year.
  - 6.2.3 To appoint an auditor to audit Concrete NZ's accounts.
- 6.3 The meeting may also transact any special business of which notice is given in accordance with these rules.

## **SPECIAL GENERAL MEETINGS**

- 6.4 Any General Meeting of Concrete NZ except the Annual General Meeting is a Special General Meeting. The Board may convene a Special General Meeting whenever it thinks fit. Reference in these rules to General Meetings includes both annual General Meetings and Special General Meetings.

## **SPECIAL GENERAL MEETING AT REQUEST OF MEMBERS**

- 6.5 The Board must also convene a Special General Meeting if not less than 20 Members request the Secretary in writing to do so. The request must state the purpose of the meeting and must be signed by the person making the request.

## **NOTICE OF MEETINGS**

- 6.6 At least 14 days before the date fixed for a General Meeting of Concrete NZ, the Secretary must send each Member of Concrete NZ a Notice by prepaid post or by email specifying the place, date and time of the meeting and the nature of the business to be transacted at it. The Notice must be sent to the addresses or email addresses noted in the register of Members.
- 6.7 The General Meeting and its business will not be invalidated simply because one or more Members do not receive the Notice of the General Meeting.

## **MINUTES OF MEETINGS**

- 6.8 Minutes of all General Meetings must be kept by the Secretary.

## **LIMITATION ON BUSINESS TO BE TRANSACTED**

- 6.9 No business may be transacted at a General Meeting of Concrete NZ except the business specified in the Notice of meeting. A Member who wants an item of business to be transacted at a General Meeting may give notice of the business in writing to the Secretary. The Secretary must include the business in the next Notice of a General Meeting.

## **QUORUM**

- 6.10 An item of business may not be transacted at a General Meeting unless a quorum of Members entitled to vote is present while the item is being transacted. The quorum is 20 Members entitled to vote and all Sector Groups and the Learned Society are to be represented. If a quorum is not present at the time for commencement of a meeting and is still not present half an hour later, the following rules apply:
- 6.10.1 If the meeting was convened at the written request of Members, the meeting is automatically dissolved.
- 6.10.2 In any other case, the meeting is automatically adjourned to the same time and day in the next week. It is to be held in the same place unless the Chairperson specifies another place at the time of the adjournment or by a written notice given to Members at least 24 hours before the date of the adjourned meeting.

- 6.11 If a quorum is not present at the time of the commencement of an adjourned meeting, and is still not present half an hour later, the quorum becomes three Members. If that quorum is not present, the meeting is automatically dissolved.

## **CHAIRPERSON AT MEETINGS**

- 6.12 The Chairperson must preside as chairperson at each general meeting of Concrete NZ. If the Chairperson is absent, the Members present must elect one of their number to preside as Chairperson at their meeting.

## **ADJOURNMENT OF MEETINGS**

- 6.13 The Chairperson of a General Meeting at which a quorum is present may adjourn the meeting with its consent. If a meeting is adjourned for 14 days or more, Notice of the adjourned meeting must be given as in the case of the original meeting.

## **LIMITATION ON BUSINESS**

- 6.14 No business may be transacted at an adjourned meeting except the business left unfinished at the original meeting.

## **THE ENTITLEMENT TO VOTE**

- 6.15 A Member is entitled to vote at a general meeting unless the Member owes an amount to Concrete NZ that is overdue.
- 6.16 Associate Members are not entitled to vote at a general meeting.

## **VOTING BY SHOW OF HANDS**

- 6.17 A question that is to be decided at a general meeting of Concrete NZ is to be decided in the first instance by way of a show of hands.
- 6.18 A Member who is entitled to vote has one vote on any question that is to be decided at a general meeting by a show of hands. This is the case regardless of whether that Member is a Member of two or more Membership classes. A vote must be given personally or by proxy. If votes on a question are tied, the Chairperson of the meeting is entitled to exercise a second or casting vote.
- 6.19 Unless a ballot is demanded in accordance with clause 6.20, a declaration by the Chairperson that a resolution has been carried, carried unanimously, carried by a particular majority, or lost, plus an entry to that effect in the minute book of Concrete NZ, is evidence of that fact, without proof of the number or proportion of the votes recorded for and against that resolution.

## **DEMANDING OF A VOTING BY BALLOT**

- 6.20 If at least three Members entitled to vote at a general meeting demand a ballot on a question that is to be decided at the meeting, the Chairperson must comply with that demand. The demand may be made before a show of hands or immediately after the

Chairperson's declaration on a show of hands. In the latter case, the ballot overrides the show.

- 6.21 The Secretary, or where the Secretary is absent another Member appointed by the Chairperson, shall conduct the ballot and be responsible for counting the votes following the ballot.
- 6.22 A ballot that is demanded on the election of a Chairperson or on a question of an adjournment must be taken immediately. Any other ballot must be taken before the close of the meeting.
- 6.23 Where a ballot is demanded the question to be decided shall be passed if a 67% majority of the sector groups and the Learned Society represented by their respective chairpersons or an authorised delegate, vote in favour of it.

## **PROXY**

- 6.24 A Member may appoint another Member as his, her or its proxy at a meeting by giving the Secretary a notice in the form prescribed by the Board no later than 24 hours before the time of the meeting.

## **RESOLUTION IN LIEU OF MEETING**

- 6.25 Concrete NZ may pass a written resolution in lieu of a General Meeting, and a written resolution is as valid for the purposes of the Act and this Constitution as if it had been passed at a General Meeting if it is approved by no less than 75% percent of the eligible Members voting on the resolution. A written resolution may consist of one or more documents in similar form (including letters, electronic mail, or other similar means of communication) each proposed by or on behalf of one or more Members. A Member may give their approval to a written resolution by signing the resolution or giving approval to the resolution in any other manner permitted by the Constitution (for example, by electronic means).

## **7. CHIEF EXECUTIVE**

- 7.1 The Board may appoint a Person to the role of Chief Executive of Concrete NZ.
- 7.2 The role of the Chief Executive will include managing the operations of Concrete NZ, assisting the Board in ensuring that Concrete NZ meets its objects and statutory obligations, and such other roles as the Board may determine from time to time.

## **8. INDEMNITY AND LIABILITY**

- 8.1 The members of the Board and the members of any committee formed under these rules will at all times be held indemnified by Concrete NZ in accordance with the requirements of the Act.
- 8.2 No Member will be under any liability in respect of any contract or other obligation made or incurred by Concrete NZ.

- 8.3 The Society may indemnify and/or effect insurance for an officer to the extent permitted by law, including for:
- 8.3.1 liability (other than criminal liability) for a failure to comply with:
    - (i) any officers' duties; and
    - (ii) any other duty imposed on the officer in their capacity as an officer; and
  - 8.3.2 costs incurred by the officer for any claim or proceeding relating to that liability.

## **9. BYLAWS**

- 9.1 The Board from time to time may make and amend regulations, bylaws and policies for the conduct and control of Concrete NZ activities, but no such regulations, bylaws and policies shall be inconsistent with these Rules. These regulations, bylaws and policies shall be available at all reasonable times for inspection by Members, and copies shall be provided to any Member on request.

## **10. ALTERATION OF RULES**

- 10.1 The rules of Concrete NZ may be altered, added to or rescinded at any General Meeting by a resolution passed by a simple majority of those Members present and voting.
- 10.2 At least seven days before the General Meeting at which the alterations are to be considered the Secretary shall give to all Members notice of the proposed alterations, the reasons for the alterations, and any recommendations the Board has.
- 10.3 That alteration to the rules may be approved by a resolution passed in lieu of a meeting but only if authorised by this Constitution.
- 10.4 When the alterations to the rules are approved, they shall be notified to the Registrar of Incorporated Societies in the form and manner specified in the Act for registration, and shall take effect from the date of registration.

## **11. ANNUAL FINANCIAL STATEMENTS**

- 11.1 Every year a set of annual financial statements will be prepared by or at the instigation of the Board showing all the receipts and expenditure of Concrete NZ since the preceding annual financial statements and will include a general statement of the funds, effects, liabilities, assets and all mortgages, charges and securities of any description affecting any property of Concrete NZ.
- 11.2 The annual financial statements will be submitted to and approved by the Members at the Annual General Meeting of Concrete NZ.
- 11.3 The Board will ensure that the annual financial statements, and a certificate in the required form signed by a Board Member certifying that the annual financial statements have been approved, is sent to the Registrar of Incorporated Societies.

- 11.4 The financial year of Concrete NZ will be from 1 July to 30 June or as may otherwise be determined by the Board.

## **12. DISPUTE RESOLUTION**

### **RAISING DISPUTES OR COMPLAINTS**

- 12.1 A Member or a Board Member may make a Complaint by giving to the Board (or a complaints subcommittee) a notice in writing that:
- 12.1.1 states that the Member or Board Member is starting a procedure for resolving a Dispute in accordance with Concrete NZ's Constitution; and
  - 12.1.2 sets out the allegation or allegations to which the Dispute relates and whom the allegation is against; and
  - 12.1.3 sets out any other information reasonably required by Concrete NZ.
- 12.2 Concrete NZ may make a Complaint involving an allegation or allegations against a Member or a Board Member by giving to the Member or Board Member a notice in writing that:
- 12.2.1 states that Concrete NZ is starting a procedure for resolving a Dispute in accordance with Concrete NZ's Rules; and
  - 12.2.2 sets out the allegation to which the Dispute relates.
- 12.3 The information given under clause 12.1 or 12.2 must be sufficient to ensure that a Person against whom an allegation is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that Person to prepare a response.
- 12.4 All Members (including the Board) are obliged to cooperate to resolve Disputes efficiently, fairly, and with minimum disruption to the activities of Concrete NZ. Concrete NZ must, as soon as reasonably practical after receiving or becoming aware of a Complaint, ensure that the Dispute is investigated and determined.
- 12.5 The complainant raising a Dispute, and the Board, must consider and discuss whether a Dispute may best be resolved through informal discussions, mediation or arbitration. Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement.
- 12.6 The resolution of all disputes must be conducted in a manner that is consistent with natural justice.

### **INVESTIGATING DISPUTES**

- 12.7 Rather than deal with a Complaint directly the Board may:
- 12.7.1 Appoint a sub-committee to deal with the same, or
  - 12.7.2 Refer the same to an external arbitrator, arbitral tribunal, or external visitor (or referee), so long as minimum standards of natural justice and the following requirements under this rule are satisfied.

- 12.8 The Board or any sub-committee or Person considering any grievance or Complaint is referred to hereafter as the “decision-maker”.
- 12.9 The decision-maker:
- 12.9.1 shall consider whether to investigate and deal with the Complaint, and
- 12.9.2 may decline to do so (for instance, if the decision-maker is satisfied that the complainant has insufficient interest in the matter or otherwise lacks standing to raise it; the matter is trivial or does not appear to disclose material misconduct or material; the matter raised appears to be without foundation or there is no apparent evidence to support it; some damage to Members’ interests may arise; or the conduct, incident, event or issue has already been investigated and dealt with by Concrete NZ).
- 12.10 Where the decision-maker decides to investigate and deal with a Complaint, the following steps shall be taken:
- 12.10.1 The complainant and the Member, Board Member, or Concrete NZ, which is the subject of the grievance (**Respondent**), must be advised of all details of the grievance.
- 12.10.2 The Respondent, which is the subject of the grievance, must be given an adequate time to prepare a response.
- 12.10.3 The complainant and the Respondent, must be given an adequate opportunity to be heard, either in writing or at an oral hearing if the decision-maker considers that an oral hearing is required.
- 12.10.4 Any oral hearing shall be held by the decision-maker, and/or any written statement or submissions shall be considered by the decision-maker.
- 12.11 A Member may not make a decision on or participate as a decision-maker in regards to a grievance or Complaint, if two or more Board Members, or the decision-maker, consider that there are reasonable grounds to infer that the Person may not approach the grievance or Complaint impartially, or without a predetermined view. Such a decision must take into account the context of Concrete NZ and the particular case, and may include consideration of facts known by the other Members about the decision-maker, so long as the decision is reasonably based on evidence that proves or disproves an inference that the decision-maker might not act impartially.

## RESOLVING DISPUTES

- 12.12 The decision maker may:
- 12.12.1 Dismiss a grievance or Complaint, or
- 12.12.2 Uphold a grievance and make such directions as the decision-maker thinks appropriate with which the Respondent shall comply,
- 12.12.3 Uphold a Complaint and:
- (i) Reprimand or admonish the Respondent and/or
  - (ii) Suspend the Respondent from membership for a specified period, or terminate the Respondent’s membership, and/or
  - (iii) Fine the Respondent an amount not exceeding \$500.

- 12.12.4 Order the complainant (if a Member) or the Respondent, to meet any of Concrete NZ's reasonable costs in dealing with a Complaint.

## **NOTIFICATION OF DISPUTE DECISION**

- 12.13 The Board must promptly notify the Member if the decision is to expel, suspend or fine the Member and the grounds on which it is based.

## **13. WINDING UP**

- 13.1 Concrete NZ may be dissolved and its affairs wound up by a resolution passed by a majority of votes at a General Meeting.
- 13.2 The Board shall give **20** Working Days written Notice to all Members of the proposed resolution to put Concrete NZ into liquidation.
- 13.3 The Board shall also give written Notice to all Members of the General Meeting at which any such proposed resolution is to be considered. The Notice shall include all information as required by section 228(4) of the Act.
- 13.4 If Concrete NZ is wound up, the surplus assets after payment of all debts, costs and liabilities will be disposed of in accordance with the terms of a resolution passed at a Special General Meeting called for that purpose. The surplus assets or funds must be given or transferred to some other not-for-profit entity within New Zealand having purposes similar to those of Concrete NZ.
- 13.5 No portion of the assets or the funds of Concrete NZ may be transferred directly to any Member.

## **14. NOTICES**

- 14.1 A notice or other document may be served on a Member either personally or by sending it by post or by emailing it to the Member at the address or email address shown on the register of Members.
- 14.2 A notice or other document sent by post is to be treated as having been given to the Person at the time the letter would have been delivered in the ordinary course of the post.
- 14.3 A notice or other document sent by email is to be treated as having been given to the Person at the time the email was successfully sent to the Person.

## 15. DEFINITIONS AND INTERPRETATION

### DEFINITIONS

15.1 In these rules the following definitions will apply:

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

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

**'Board'** means Concrete NZ's governing body provided for under clause 5.

**'Board Member'** means any Member appointed to the Board under clause 5.

**'Chairperson'** means the Board Member appointed under clause 5.7.

**'Complaint'** has the meaning set out in section 38 of the Act.

**'Dispute'** has the meaning set out in section 38 of the Act.

**'General Meeting'** means either an Annual General Meeting or a Special General Meeting of the Members of Concrete NZ.

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

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

**'Matter'** means:

- (a) Concrete NZ's performance of its activities or exercise of its powers; or
- (b) an arrangement, agreement, or contract (a transaction) made or entered into, or proposed to be entered into, by Concrete NZ.

**'Member'** means an individual, company, firm, incorporated society, incorporated charitable trust, territorial authority, regional council or other corporate body who is a member of Concrete NZ.

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

**'Person'** means an individual, company, firm, incorporated society, incorporated charitable trust, city, district or regional council or other corporate body.

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

**'Secretary'** means the Board Member responsible for the matters specifically noted in this Constitution.

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

**'Working Days'** mean as defined in the Legislation Act 2019. Examples of days that are not Working Days include, but are not limited to, the following – a Saturday, a 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.

## INTERPRETATION

- 15.2 In the interpretation of this document, the following provisions apply unless the context otherwise requires:
- 15.2.1 Headings are inserted for convenience only and do not affect the interpretation of this document.
  - 15.2.2 A reference in this document to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Wellington, New Zealand.
  - 15.2.3 If the day on which any act, matter or thing is to be done under this document is not a business day, the act, matter or thing must be done on the next business day.
  - 15.2.4 A reference in this document to dollars or \$ means New Zealand dollars and all amounts payable under this document are payable in New Zealand dollars.
  - 15.2.5 A reference in this document to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
  - 15.2.6 A reference in this document to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced.
  - 15.2.7 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this document.
  - 15.2.8 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
  - 15.2.9 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
  - 15.2.10 A word which denotes the singular also denotes the plural, a word which denotes the plural also denotes the singular, and a reference to any gender also denotes the other genders.
  - 15.2.11 A reference to the word 'include' or 'including' is to be construed without limitation.
  - 15.2.12 A reference to this document includes the agreement recorded in this document.
  - 15.2.13 Any schedules and attachments form part of this document.

# SCHEDULE 1

## MEMBERSHIP CLASSES AND ELIGIBILITY CRITERIA

Membership Class	Eligibility Criteria	Voting Rights
<b>Cement Sector Group Member</b>	Any person engaged in the manufacture, primary distribution or substantial import of cement into New Zealand.	Yes
<b>Readymix Sector Group Member</b>	Any person engaged in the manufacture and delivery of ready mixed concrete.	Yes
<b>Precast Sector Group Member</b>	Any person engaged in the manufacture and delivery of precast concrete from an off-construction site plant.	Yes
<b>Masonry Sector Group Member</b>	Any person engaged in the production of concrete masonry.	Yes
<b>Learned Society Member</b>	Refer to the Learned Society Terms of Reference for the Learned Society membership classes and eligibility criteria.	Yes
<b>Stakeholder Group Member</b>	Stakeholder groups shall be established from time to time by firms to represent construction or material interest groups related to the concrete industry.	Yes
<b>Associate Member</b>	Refer to the Associate Membership Terms of Reference for Associate membership classes and eligibility criteria.	Yes
<b>Honorary Life Member</b>	Honorary Life Membership shall be by invitation at the discretion of the Board.	Yes

### Notes:

- Members of Sector Groups, the Learned Society and Stakeholder Groups shall operate in accordance with specific terms of reference approved by the Board and be run by committees. These terms of reference will provide further specific criteria and expectations for these membership classes.
- A Member may belong to more than one membership class.
- A Sector Group is expected to provide a mutually agreed level of contribution to the operation and projects undertaken by Concrete NZ. Sector Groups are entitled to representation on the Board as defined in the Composition of the Board section of these Rules. All Board Members representing Sector Groups are expected to actively participate and contribute to the governance and management of Concrete NZ. Failure to do so may result in the review and potential removal of status to be a Sector Group.
- A Stakeholder Group may transition to become a Sector Group subject to approval by the Board. Criteria for transitioning from a Stakeholder Group to a Sector Group will be determined by the Board from time to time.