

The Incorporated Societies Act, 1908.

## **Rules of: The New Zealand Maori Polynesian Canoe Sporting Federation**

### **Nga Kaihoe o Aotearoa Incorporated [NKOAI].**

#### **1.0 Name:**

- 1.1. The name of the Federation is "The New Zealand Maori Polynesian Canoe Sporting Federation, Nga Kaihoe o Aotearoa Incorporated". The shorter version "Nga Kaihoe o Aotearoa Inc." or NKOA will mean and refer to the full name whenever it is used.
- 1.2. Nga Kaihoe o Aotearoa Inc. is officially recognised as the sole ruling authority for New Zealand by the "International Va'a Federation Incorporated".

#### **2.0. Affiliations:**

- 2.1. NKOA may affiliate with any other organisation to further its goals in any way whatsoever that is in the interests of NKOA.

#### **3.0. Mission Statement:**

- 3.1. To develop, promote and encourage all activities associated with Maori and Polynesian canoes, recognising and understanding the philosophy and cross cultural exchange and sharing amongst the people of the Pacific.

#### **4.0. Aims and Objectives:**

- 4.1. To recognise and acknowledge the Mana of Maoridom in Aotearoa where Maori people are the Tangata Whenua, the indigenous people of the land. The concepts that are inherent in the canoe culture as defined in this Constitution belong to all peoples who understand and accept the especial cultural perspectives of Maori and Polynesian people.
- 4.2. To create and foster friendship among the peoples who practice the sport of Maori and Polynesian canoe paddling and sailing regardless of culture, religion, political affiliation, age or sex.
- 4.3. To foster and maintain the integrity of Article two of the Treaty of Waitangi particularly as it relates to the Taonga tukuiho [intellectual and cultural property rights] pertaining to Waka.
- 4.4. To recommend Regions encourage their member clubs have an affiliation with a Marae or Tribal Authority or Pacific Island Authority in their region.
- 4.5. To establish and enforce minimum safety, seaworthiness and other quality standards for the building of Maori and Polynesian canoes, to be used by any person or persons associated with NKOA, and to encourage the adoption of those standards by all those building and buying traditional Maori and Polynesian Canoes.
- 4.6. To establish and enforce safety standards for the use of any Maori and Polynesian canoe to be used by any person or persons associated with NKOA, and to encourage the adoption of those standards by all others using Maori and Polynesian canoes.

- 4.7. To establish and enforce regulations for National and International Maori and Polynesian canoe racing competitions.
- 4.8. To sanction the spirit of Fair play in all competitions.
- 4.9. To seek inclusion of Maori and Polynesian canoe racing in any National and International multi-sport event with NKOAA represented at such events.
- 4.10. To provide, maintain, operate and promote the art, culture and craftsmanship of Maori and Pacific canoe cultures and related building and handling activities.
- 4.11. To foster and validate employment and quality educational opportunities suited to the needs of NKOAA.
- 4.12. To encourage the undertaking of skills training in water safety, surf/sea rescue and ocean knowledge by all persons affiliated to NKOAA.
- 4.13. To promote awareness of the importance of the canoe culture to all sectors of society.
- 4.14. To consult with the Marae Committee of whatever Marae that has control over the watercourse/s (as stated in the Treaty of Waitangi) that is/are being used for the regatta in question.
- 4.15. To promote the well-being, health and safety of all paddlers and participants in our sport.
- 4.16. To seek advice on Public Health matters especially in relation to the National competitions.
- 4.17. To provide information on medicine and sports science as it relates to paddling.
- 4.18. To establish and maintain a drug and dope testing programme in accordance with the statutes and regulations current of the International Olympic Committee Medical Commission.
- 4.19. To carry on any other objects which may seem to NKOAA capable of being conveniently carried on in connection with the above objects or calculated directly or indirectly to advance the objects of NKOAA.

## **5.0. Membership:**

- 5.1. Members of NKOAA are those Incorporated Regional Associations (hereinafter referred to as "Regions") accepted as members at an Annual General Meeting (AGM) of NKOAA.
- 5.2. Regions will generally consist of five or more member Clubs. The geographic boundaries of influence of these bodies shall be set at the AGM of NKOAA held in any uneven year (eg. 2003, 2005) upon recommendations prepared by the Council after full consultation with existing members and distributed to all Regions at least 60 days prior to that AGM by the Secretary of the Council.

## **6.0. Termination of membership:**

- 6.1. Where a Region is seen to be acting in a way contrary to the aims of NKOAA the Council has a responsibility to address the problem with that Region. If resolution cannot be made with the problem the Council must call a Special General Meeting of NKOAA where resignation, suspension and/or expulsion from NKOAA may be considered.

**7.0. Affiliation Fees:**

- 7.1. The annual affiliation fee amount payable by Regions to NKOA shall be determined by the members of NKOA at their AGM.
- 7.2. Affiliation fees shall be payable on or before December 1<sup>st</sup> each year.
- 7.3. Any Region failing to pay their affiliation fee by January 1<sup>st</sup> will attract a 10% penalty fee.
- 7.4. Any Region with fees outstanding [including penalties] after January 1<sup>st</sup> shall be unable to compete in any national or NKOA sanctioned event until such fees are paid in full.
- 7.5. Any Region with fees still outstanding (including penalties) by February 1<sup>st</sup> may be suspended from NKOA.
- 7.6. The affiliation fee structure shall be as determined by the Council.

**8.0. Management:**

- 8.1. The affairs of NKOA shall be managed by a 'Council of Management' (called the "Council").
- 8.2. Any Council member who, while a member, is adjudicated bankrupt or who becomes of unsound mind, may be removed from membership of the Council.
- 8.3. The Council shall have the powers to:
  - a) Run the affairs of NKOA in accordance with the rules of this constitution.
  - b) Establish and implement rules relating to the conduct of members of NKOA and events run under the auspices of NKOA.
- 8.4. The Council shall prepare and/or review a Handbook of Policies and Practices of NKOA management, which will be circulated to all members at least 60 days prior to the AGM where such additions and/or alterations will be put for adoption. The activities of the Council shall be managed by these rules and procedures.
- 8.5. Sub-committees comprising any person or persons considered appropriate may be formed by the Council at any time to carry out any specific task for the Council. Such committees are accountable to the Council.

**9.0. Council Elections:**

- 9.1. The Council shall be comprised of the President, Vice President, Secretary, Treasurer [the Executive Officers] and one Councillor from each of the Regional Bodies.
- 9.2. The President, Vice President, Secretary and Treasurer of the Council shall be nominated by Regions and elected by votes of the Regions. Regions may submit votes for one person only in each position, but in respect of that person shall be entitled to one vote for each club financially affiliated to that region.
- 9.3. Council members, other than the Executive Officers, shall be appointed by Regions annually and confirmed at each Region's AGM.
- 9.4. The Executive term of office shall be three years.
- 9.5. Vacancies on the Council for Regional Councillors shall be filled by the Regions concerned.
- 9.6. In the case of an Executive position being vacated on the Council by the appointed Executive before the end of his/her term (Clause 9.4) then:

- 9.6.1 A Special Election shall take place in accordance with the standard policies and procedures of NKOA (clause 9.2) within 90 days of the next NKOA Council Meeting immediately following the Executive position being vacated.
- 9.6.2 Under no circumstances shall a vacant Executive position on the Council be filled by any other method other than that outlined in Clause 9.6.1.
- 9.6.3 During the time it takes for the new Executive to be appointed, the duties of the vacant Executive position shall be carried out by one of the remaining Executive Councilors.
- 9.6.4 In all circumstances, if the vacant Executive position is that of the President then the current Vice President at that time shall automatically assume the responsibilities of the President's role, until he/she or some other person is officially appointed through the Special Election process (Clause 9.6.1)

9.7 Any Council member who fails to attend three consecutive Council meetings shall forfeit their position.

## **10.0. Meetings:**

- 10.1. The AGM of NKOA is to be held on a Marae not less than 22 (twenty-two) days and not more than 60 (sixty) days after the end of the Financial year. The business of the AGM shall be to receive and consider:
- i) Financial Reports from the Treasurer and from the Accountant and / or Auditor for the financial year.
  - ii) Activity Reports from the Council.
  - iii) Appoint the Auditor for the coming financial year.
  - iv) Announce the new Council Executive members.
  - v) Set Regional changes [geographic and representation formulae on the Council] in odd years. Set the Affiliation fee amount for the following year
  - vi) General business.

All Notices of Motion for business to be included in the Agenda paper for an AGM to be in the hands of the Secretary no later than four (4) weeks prior to the date set for the Meeting.

10.2. Council meetings shall be held at least four times a year.

### **10.3. Special General Meeting:**

A Special General Meeting of NKOA may be called by the Council upon its own motion and shall be called upon receipt of a request for such signed by the Secretaries of at least three Regional Associations setting forth the object of the said meeting.

Special Business shall be motions:

- 1. to alter or annul any of the Rules or Regulations
- 2. to add a new Rule or Regulation
- 3. to consider any issue related with an affiliated Regional Association
- 4. to consider any issue related to an Executive Officer or Council member
- 5. to express no confidence in the Council or an Officer or Council member
- 6. to move, without Notice of Motion upon matters of extreme urgency

### **10.4. Emergency General Meeting:**

An Emergency General Meeting of NKOA may be called by the Council at the request of any Regional Association subject to the following requirements:

- i) the request shall be in writing
- ii) with the request a case shall be submitted in writing stating the facts which, in the opinion of the Association applying, justifies the calling of an Emergency meeting
- iii) a deposit of \$100 (one hundred dollars) shall accompany the request. It shall be at the discretion of the Council whether the said deposit shall be returned or forfeited.

10.5. Special and Emergency General Meetings of NKOA shall be notified to Regions, as to the date and venue, by the Secretary of the Council no less than 20 (Twenty) days before the proposed meeting.

**11.0. Voting rights:**

- 11.1. Council members are entitled to one (1) vote each at any Council meeting.
- 11.2. At Annual General Meetings, Special General Meetings and Emergency General Meetings and any postal voting, Council members shall be entitled to one (1) vote each and each member Region shall carry two (2) votes.
- 11.3. There shall be no proxy votes at any meeting.
- 11.4. At Council Meetings, Emergency Meetings and Annual General Meetings of NKOA business shall be decided by a majority vote. Business at a Special General Meeting and any postal voting shall be decided on a two-thirds majority.
- 11.5. In the case of an equality of vote the President may have a casting vote in addition to any vote he/she may be entitled to exercise.

**12.0. Quorum:**

- 12.1. At all Meetings of NKOA and in respect of any postal vote half the eligible members shall form the quorum. If within half an hour from the time appointed for the Meeting a quorum is not present, the members present may still discuss general business. However, no valid business can be conducted. A record is to be kept of the general business discussed and such records will be presented at the next meeting at which a quorum is present.

**13.0 Finance:**

- 13.1. All monies received on account of NKOA shall be paid into the account of NKOA with its Bankers and shall be acknowledged by the Treasurer.
- 13.2. All cheques drawn upon NKOA's Bank account shall be signed by any two (2) Executive Officers or one Executive Officer and a Council member appointed by the Council for this role.
- 13.3. The Treasurer shall keep, or cause to be kept, a proper account of the Income and Expenditure of NKOA and of the matters in respect of which such Income and Expenditure arises and takes place respectively and of the property, credits and liabilities of NKOA, in books to be provided for that purpose, and shall produce the account books, properly written up, when required by the Council.
- 13.4. The financial year for NKOA shall be from the first day of October in one year to the last day of September the following year.
- 13.5. The accounts of NKOA made up to the last day of September of each year shall be audited by an Auditor. The Auditor shall be appointed at the AGM and shall be a member of the New Zealand Society of Accountants.
- 13.6. The Secretary shall file with the Registrar of Incorporated Societies, within seven (7) days after the AGM, the Financial Statements required to be filed under Section 23 of the Incorporated Societies Act, 1908.

**14.0. Financial Powers:**

- 14.1. In order to carry out the objects and purposes for which NKOA is established NKOA and/or Council may exercise all or any of the following powers and authorities:
- a) To purchase, take on, lease, or as a gift, or otherwise howsoever acquire and hold land.
  - b) To purchase, take as a gift, or on loan, or otherwise howsoever, chattels of any kind whatsoever and hold the same.
  - c) To lease, let or grant the use of land and/or buildings, or parts thereof, held by NKOA on limited terms, for any lawful purpose or furtherance of the objects of NKOA and apply the rents, commission or other payment whatsoever accruing to the objects of NKOA.
  - d) To sell, demolish or otherwise dispose of any real or personal property vested in NKOA but only in furtherance of the objects of NKOA hereof.
  - e) To engage in any lawful business transaction capable of being conducted so as to directly or indirectly benefit this Federation, and for that purpose to take or otherwise acquire and hold or dispose of shares in any company having objects similar to NKOA.
  - f) To enter into any arrangement with any Government or authorities, municipal, local or otherwise that may seem conducive to NKOA's objects or any of them to obtain from any such Government or authority any rights, privileges and concessions which NKOA may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
  - g) To construct, alter, restore, improve, maintain, develop, work, manage, carry out or control any buildings or works or do any thing whatsoever as NKOA may deem necessary or convenient or calculated to advance directly or indirectly the objects of NKOA, and to develop, lay out and plant any land and to prepare the same for building and any other purposes consistent with the objects of NKOA, and to do or cause to be done all matters ancillary thereto and to enter into contracts and arrangements of all kinds with architects, builders and others.
  - h) To acquire, hire, operate and maintain any means of transportation whether of persons or of goods or both that NKOA may deem necessary or desirable for the carrying out of the objects of NKOA, and to make such charges for the use thereof as NKOA shall deem reasonable.
  - i) To purchase, acquire, obtain and hold any policy of assurance or insurance in the name of NKOA, such assurance or insurance to include but not limited to any Public Liability insurance, fire insurance, equipment insurance and building and chattel insurance NKOA may purchase, acquire, obtain and hold from time to time.
  - j) To enter into contract of employment or service with any person, body, society, whether Incorporated or not, and to pay remuneration for services rendered as NKOA may think fit.
  - k) To lend money to any person, body or Society, whether Incorporated or not, on such terms as NKOA may think fit, and to guarantee the performance of contracts by any such person, but only in furtherance of the objects of NKOA.
  - l) To borrow from time to time at the discretion of the Council for the purposes of NKOA from any person, body or Society, whether Incorporated or not, any sum or sums of money on the security of all of NKOA's property, real or personal assets and effects both present and future either under legal mortgages or charges with powers of sale and other usual powers or by any other securities generally on such terms and conditions as to rate of interest or otherwise as NKOA thinks fit and NKOA may also borrow money from NKOA's Bankers on overdraft or otherwise and with or without security.
  - m) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
  - n) To adopt such means of making known the activities and objects of NKOA as may seem expedient and in particular but not so as to limit the generality thereof by advertising in the press by circulars and by publication of printed and illustrative material whatsoever, and by contributions to the press, periodicals and books, and also by films and other means approved by NKOA.
  - o) To print, publish, distribute and sell any books, articles, research, monographs, pictures, photographs, maps and any other works upon such terms and conditions agreed with the authors thereof as NKOA may think fit, and to commission and make grants to authors at the discretion of NKOA.

- p) To make such charges for admission to property held by NKOA and to exhibitions, displays, lectures, films and other educational services arranged by NKOA as NKOA may deem reasonable.
- q) To obtain any provision, order or Act of Parliament or town planning ordinance, classification designation or by-law for enabling NKOA to carry out its objects or for any other purpose in the opinion of NKOA and to oppose any proceedings, applications, classifications, designations, orders, Acts, ordinances or by-laws which may seem to NKOA to be likely directly or indirectly to prejudice or injure the interests, objects and purposes of NKOA.
- r) To appoint managers, agents and attorneys in New Zealand or in any part of the world for any of the purposes of NKOA and to remunerate such agents for their services by salary or commission or partly by one mode and partly by the other mode, and to act as agents or managers or to accept the agency for any person, body or society, whether Incorporated or not, on such terms as NKOA thinks fit.
- s) To apply the assets and income of NKOA howsoever derived towards all or any of the aforesaid objects and purposes as NKOA may in its absolute discretion think fit provided however that any use or distribution of assets and or income shall be within New Zealand.
- t) Any income, benefit or advantage shall be applied to the objectives of the organisation. No member of the organisation or any person associated with a member shall participate in or materially influence any decision made by the organisation in respect of the payment to or on behalf of that member or associated person of any income, benefit, of advantage whatsoever. Any such income shall be reasonable and relative to that which would be paid in an arms length transaction (being open market value). And the provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

#### **15.0. Alterations to the Rules of this Constitution:**

- 15.1 Any alteration, amendment, or rescision of the Constitution shall be made only by resolution of the Council and passed by a two thirds (2/3) majority, in accordance with Rule 11.
- 15.2 No addition to or alteration of the not profit aims, personal benefit clause or the winding up clause shall be approved without the Inland Revenue Department's consideration. The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

#### **16.0. Alterations of Rules (other than the Constitution):**

- 16.1. Any alteration, amendment, or rescision of NKOA Rules (other than in this Constitution) shall be made only by resolution and passed by a two thirds (2/3) majority of the Council.

#### **17.0 Disposal of Surplus Assets:**

- 17.1. In the event of NKOA being wound up the surplus assets and funds after payment of NKOA's liabilities and the expenses of winding up shall be distributed as NKOA sees fit.
- 17.2 If upon winding up or dissolution of the organisation there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid or distributed among the members of the organisation but shall be given or transferred to some other organisation or body with similar objects to the first organisation that also has an income tax exemption or for some other charitable purpose within New Zealand.

**18.0. Common Seal:**

- 18.1. NKOA shall have a Common Seal which shall be kept in the custody and control of the Secretary of NKOA. NKOA shall execute any document of whatsoever nature pursuant to a resolution of the Council passed for that purpose by affixing a print of the Common Seal along with signatures of two of the Executive Officers.

**19.0. Interpretation:**

- 19.1. If at any time any matter shall arise which is not provided for in these rules or in the interpretation of the rules the same shall be determined where appropriate by majority vote of the members which decision shall be final.

These rules rescind all previous Rules of Nga Kaihoe o Aotearoa Inc.