

NGAIO PROGRESSIVE ASSOCIATION (INCORPORATED)

1. INTRODUCTORY:

- (1) NAME: The name of the Association shall be "the Ngaio Progressive Association (Incorporated)" hereinafter referred to as "the Association".
- (2) INTERPRETATION: In these Rules unless the context otherwise requires: "Ngaio" means and includes that Suburb of Wellington City generally known as "Ngaio" including to the north the urban areas east west and south of Nairnville Park, and to the south the urban areas north, east, and west of Trelissick Park and that known as Crofton Downs; and shall include extensions of the present urban areas into rural lands; provided that if any doubt arises whether any particular property is in Ngaio the ruling of the Executive shall be final:
- "Resident" means and includes every person who is an elector on the Municipal Rolls of Wellington City, in respect of residence in or ownership of property in Ngaio.

2 AIMS:

The aims of the Association are to promote the general welfare of all residents, and in particular

- (1) to foster a healthy public spirit in Ngaio and elsewhere in and about the City of Wellington;
- (2) to promote the improvement beautification and development of Ngaio in particular and the City in general;
- (3) to promote public works and maintenance works anywhere that seems desirable in the interests of residents;
- (4) to advocate and by all lawful means to secure efficient administration of municipal affairs;
- (5) to take such actions, including actions at law, as may from time to time seem desirable for advancing the aims of the Association or for protecting or advancing the interests of residents;
- (6) from time to time and at any time, to acquire hold and dispose of such property, real and personal, and to collect, administer, spend and give such moneys as to the Executive may seem to be in the interests of residents or to comply with their wishes;
- (7) to make or do all such lawful acts deeds matters or things as may appear to the Executive to be incidental to or to be conducive directly or indirectly to the attainment of the aims of the Association.

3. MEMBERSHIP:

- (1) Every resident shall become a member upon payment to the Treasurer or his deputy, of the subscription for the year in which he becomes a member.
- (2) Membership shall continue from the time of enrolment until the member resigns in writing, or dies, or becomes of unsound mind, or ceases to be a resident, or fails for more than six months after written demand, to pay any subscription due to the Association, or is deprived of membership by a Disciplinary Committee comprising the President, Vice President and Secretary of the Association.

No member shall be deprived of membership under this Rule unless -

- (a) upon complaint signed by not less than five members of the Association;
- (b) a copy of the complaint has been sent to the member by registered post addressed to him at his last known postal address in Ngaio, with notice of the time date and place at which the Disciplinary Committee will hear the complaint and the member's answer to it;

and

- (c) the Disciplinary Committee is of opinion that the conduct of the member during his membership has been unreasonable and is also either contrary to the aims of the Association, or prejudicial to the conduct of the Association's affairs.

4. MEETINGS:

- (1) Annual General Meeting: The Annual Meeting of the Association shall be held not later than 31 December of each year at such time and place as shall be decided by the Executive.
- (2) Ordinary General Meetings: These shall be held whenever convened by the Secretary on instructions of the President for the purpose of reporting progress on matters of interest to members.
- (3) Extraordinary General Meetings: These shall be held when convened by the Secretary on instructions of the President or on request in writing by not less than ten members of the Association for the purpose of discussing such business of the Association as shall be specified in the request, and such other business as may conveniently be disposed of at that meeting; provided that such other business shall not be discussed at that meeting until the business specified in the request has been disposed of.
- (4) Any meeting may be adjourned from time to time from place to place as circumstances may require.

5. QUORUM:

Subject to Rule 21 the quorum for meetings of members shall be ten, and for meetings of the Executive shall be six.

6. VOTING:

- (1) At General Meetings of the Association, every member who is present shall be entitled to vote upon every matter put to the vote except that only financial members shall be entitled to vote upon matters which in the notice calling that General Meeting are specified as restricted to financial members; whether any matter shall be so restricted shall be determined by the President.
- (2) At any General Meeting, no member except the Chairman shall have more than one vote upon any matter; but the Chairman shall have a casting vote as well as a deliberative vote.
- (3) Voting shall be by show of hands unless a ballot is specified by the Chairman or requested by a member.

7. NOTICES:

- (1) Except where these Rules otherwise require, every notice required to be given to a particular member shall be posted to him at his last known address in Ngaio, and if so posted, shall be deemed to have been given to him on the day when it should have been delivered in the ordinary course of post.
- (2) Every notice to members generally shall be deemed to have been given to all members when it has been broadcast by radio, published in a newspaper generally circulating in the suburb, or notified in a householder circular distributed generally in Ngaio, whether or not such circulation or distribution is complete.
- (3) Every notice shall state the nature of the business to be transacted.

8. PERIOD OF NOTICE:

For Annual and Ordinary General Meetings, the period of Notice to members shall be eight days, and for Extraordinary General Meetings as much notice shall be given as circumstances permit.

9. OFFICERS:

- (1) Only members shall hold office. The following Officers shall be elected at each Annual General Meeting:
President, two Vice-Presidents, Secretary and Treasurer, and Committee.

These officers shall hold office from the date of the Annual General Meeting to the date of the next following Annual General Meeting, provided that any Officer may resign his Office at any time by notice in writing delivered to the Secretary.

- (2) Any Annual General Meeting may, by resolution, appoint as a Life Vice-President of the Association, any member who has given long and outstanding service to the residents of Ngaio through the Association, either before or after, or partly before and partly after its incorporation.
- (3) Every Life Vice-President shall be entitled by virtue of this office to attend any meeting of the Association or its Executive and there exercise all of the powers of a member of the Committee except that of voting in Committee on issues before the Committee.
- (4) The office of Life Vice-President may be held concurrently with any other office in the Association, and shall continue so long as the member lives, subject only to resignation.

10. DUTIES OF OFFICERS:

- (1) The President, or in his absence a Vice-President, or in the absence of all of them, a Chairman elected by the Meeting shall preside at all meetings of the Association that person shall give a precis of current activities to General Meetings, and shall present a written report on the year's activities to the Annual General Meeting.
- (2) The Secretary shall keep correct minutes of all meetings, conduct all correspondence, and prepare such reports and returns and give such notices as may be required.
- (3) The Treasurer shall maintain a Register of Members with their addresses, and keep adequate records of all receipts and disbursements of the Association; prepare and submit to the Annual General Meeting and otherwise as may be required, up-to-date statements of account and balance sheets.

11. EXECUTIVE:

- (1) The officers of the Association appointed under Rule 9 hereof shall comprise the Executive of the Association.
- (2) The Executive shall be responsible to the Association for the management of the Association's affairs, and the control and investment of its funds, and shall meet at such times and places as shall be determined by the Executive.
- (3) The Executive may fill any vacancy on the Executive that arises during its term of office, and its appointee shall hold office for the remainder of the term of that Executive.
- (4) The Executive shall have authority to co-opt any member or other person for any special service, and to appoint any member or other person to investigate, report upon, or deal with any specified matter.

12. SUBSCRIPTIONS:

The Annual Subscription if set in any year, as shall be determined at the Annual General Meeting for that year, and shall be payable by new members upon joining and by other members upon demand at such times and places and in such manner as may be determined by resolution of the Executive.

13. FINANCIAL YEAR:

The Financial Year shall commence on the first day of October and end on the 30th day of September next following.

14. ACCOUNTS:

The Annual Report, Statement of Accounts, and Balance Sheet of the Association duly audited with the Auditor's Certificate endorsed shall be presented at the Annual General Meeting.

15. AUDITOR:

An Honorary Auditor, who shall not be the President, Secretary or Treasurer, shall be appointed at the Annual General Meeting and shall have access to all books and accounts of the Association at all reasonable times. He shall endorse on the Annual Statement of Accounts and Balance Sheet, a Certificate of correctness or statement of any cause of dissatisfaction.

16. RETURN TO REGISTRAR:

At the end of each financial year, the Association shall forward to the Registrar of Incorporated Societies a copy of the Statement of Accounts and Balance Sheet of the Association duly certified by the Honorary Auditor, after adoption by the Annual General Meeting.

17. REGISTERED OFFICE:

The Registered Office of the Association shall be the residence of the Secretary of the Association or such other place as may be decided from time to time by the Executive. Notice of every change of address of the Registered Office shall be given to the Registrar of Incorporated Societies by the Secretary.

18 COMMON SEAL:

The Common Seal of the Association shall be used only under and by virtue of a resolution or minute of the Executive, and any deed or document requiring execution by the Association shall be executed by affixing the common seal thereto in the presence of two members of the Executive, of whom one shall be the President or the Secretary.

19. AMENDMENT OF RULES:

The Rules of the Association may be altered, added to, or rescinded by a two-thirds majority vote of members present at any General Meeting provided that no such alteration addition or rescission may be made unless eight days' notice of the proposed amendment has been given to members generally.

20. COPIES OF RULES:

Copies of these Rules complete with amendments if any, shall be made available to any member within seven days of request on payment of the reasonable cost of reproduction thereof.

21. WINDING UP:

Any proposal to wind up the Association shall be notified to members generally in accordance with Rule 7 hereof with Notice of an Extra ordinary General Meeting to consider the proposal.

A Resolution to wind up must be carried by a majority of members present at such Extraordinary General Meeting, and such decision must be confirmed by a subsequent General Meeting called for that purpose and held not earlier than thirty days after the date of passing of the resolution to be confirmed.

For the purposes of this Rule the quorum for the General Meetings at which the resolution to wind up is passed and confirmed shall be ten members; provided that if such quorum is not present within thirty minutes after the notified commencement time, five members may constitute a quorum.

If winding up of the Association is so confirmed, the assets of the Association after meeting all liabilities, shall be handed to the Wellington City Council to be used for the benefit of residents generally.

Member

Member

Member