



Constitution of the New Zealand Planning Institute® Incorporated / Te
Kokiringa Taumata

TABLE OF CONTENTS

Rules	Detailed contents	Pages
	THE INSTITUTE	
Rule 1.1	Name	1
Rules 1.2 , 1.6 & 8.1-8.10	Institute's Purposes and Powers	1, 4 & 7-10
Rules 1.3-1.5	Interpretation of words and phrases in this Constitution	1 - 4
	MEMBERSHIP	
Rule 2.1	Minimum number of Members	4
Rules 2.2 & 9.1-9.9	Institute membership	4 & 11-19
Rules 2.3 & 12.1-12.12	Disputes (including <i>Member grievances</i> , and <i>complaints</i> and disciplinary action)	4 & 28-34
	GENERAL MEETINGS	
Rules 3.1 & 10.1-10.2	Annual General Meetings	4 & 19
Rules 3.2 & 10.3-10.5	Special General Meetings	4 & 20
Rules 3.3 , 10.6-10.16 & 11.22	Calling of, Notice of, Procedure at and Voting at General Meetings and by Remote Ballot and Minutes	5, 20-22 & 27
	BOARD AND OFFICERS, GOVERNANCE AND MANAGEMENT	
Rule 4.1 & 11.1-11.7	Election of the Board	5 & 22-24
Rule 4.2	Registered Office	5
Rules 4.3 , 11.8-11.11 , 11.13-11.22	Governance by the Board	5 & 24-27
Rule 11.12	Motion of no confidence in the Board	25
Rule 4.4	Financial year	5
Rule 4.5 , 11.1 & 11.17	Disqualification from holding office as a Board member and termination of office as a Board member	5, 22-23 & 26
Rules 4.6 , 4.7 , 8.3 & 11.18	Institute Contracts and Execution of Documents	5, 9 & 26
Rules 5.1-5.3 & 12.1-12.12	GRIEVANCES, COMPLAINTS AND THE PROFESSIONAL STANDARDS COMMITTEE	6 & 28-34
Rules 6.1-6.5	AMENDMENT OF THIS CONSTITUTION	6
Rules 7.1-7.5	WINDING-UP	7

Constitution of the New Zealand Planning Institute® Incorporated / Te Kokiringa Taumata

PRE-AMBLE

The *Institute* was incorporated on 22 December 1949 under the Incorporated Societies Act 1908.

Te Kokiringa Taumata was adopted as the official Māori title for the New Zealand Planning Institute® Incorporated in a constitutional change ratified by members in 2002. The following narrative provides the basis for the Māori name:

- The name is a composite of “kokiringa tai,” the gathering of the tides, and “taumata,” a vantage point or raised platform reflecting the notion of built structures. Taumata is also used to reflect the elevated perspective enabling a comprehensive and global view, incorporating the informed-insightful perspective borne of expertise and knowledge.
- Te Kokiringa reflected the natural process, in this instance using a marine idiom, but includes the inputs from the river and streams of the surrounding hinterland, so the natural merging of kith and kin guardians of environmental values, and development of a conducive and reciprocating built environment.

1.0 THE INSTITUTE

Name

- 1.1** The name of the society is the New Zealand Planning Institute® Incorporated / Te Kokiringa Taumata, the “*Institute*.”

Institute’s Purposes

- 1.2** The primary purposes of the *Institute* are to:
- (a) Champion the planning profession in New Zealand,
 - (b) Support *Institute Members* in New Zealand,
 - (c) Drive technical and professional excellence in the planning profession in New Zealand, and in pursuing those purposes the *Institute* shall:
 - (i) Have regard to Rules [8.1](#) and [8.10](#) in this Constitution, and
 - (ii) Have the powers set out Rules [8.1 – 8.10](#) of this Constitution.

Definitions of words and phrases in this Constitution

- 1.3** In this Constitution, unless the context otherwise requires, the following words and phrases have the following meanings:
- (a) “*Associate*” means a person who has a genuine desire to advance the purpose of planning as set out in this Constitution and is admitted as an *Associate* pursuant to Rule [9.5](#), but is not a *Member*.

- (b) “*Associated Person*” means a person who is a spouse, partner, parent, child, close personal friend, business associate (partner, director, officer, board member, or trustee of a person), employer or employee of a *Member*,
- (c) “*Board*” means the *Institute’s* governing body referred to in Rule [4.1](#),
- (d) “*Board Member*” includes those people holding office at any time as the *Institute’s* elected *Chair*, *Deputy Chair*, *Treasurer*, and other *Board Members* elected pursuant to Rule [4.1](#), co-opted pursuant to Rule [11.5](#), or appointed pursuant to Rule [11.7](#),
- (e) “*Chair*” is the officer who presides at *Board* and *General Meetings*,
- (f) “*Chief Executive Officer*” means the employee of the *Institute* so designated by the *Board* and appointed pursuant to Rule [4.3](#) (and in the absence of such an appointee such other person as may be designated by the *Board* as Acting *Chief Executive Officer*,
- (g) “*clear days*” means complete days excluding the first and last-named days (for instance, excluding the date a notice of meeting is posted or transmitted to *Members* and the date of the meeting),
- (h) “*Code of Ethics*” means a code of professional conduct for *Members* adopted by the *Board*,
- (i) “*complaint*” means an allegation in writing that the conduct or discipline of any *Member(s)* has/have fallen short of expected standards of conduct for *Institute Members*, and the *complaint* may allege:
 - (i) A breach or failure to observe a specific *Institute Rule*, *Code of Ethics*, bylaw, or policy, and/or
 - (ii) Other misconduct likely to cause distress, embarrassment or concern to other *Members* or members of the public or tend to damage the reputation of the *Institute* or the profession,
- (j) “*Deputy Chair*” is the *Board Member* who, in the absence of the *Chair*, presides at *Board* and *General Meetings*,
- (k) “*Dispute*” includes a *grievance*, *complaint*, disciplinary action against *Members*, and objections to fees charged by *Members*,
- (l) “*Fellow*” is any *Member* elected in accordance with the provisions of Rule [9.1\(f\)](#), and is deemed to be a *Full Member*,
- (m) “*Financial year*” means the *Institute’s* financial year defined in Rule [4.4](#),
- (n) “*financial*” with reference to a *Member* means a *Member* who has paid all subscriptions, fees, levies, fines, or costs by due date,
- (o) “*Full Member*” means a *Member* entitled to exercise membership rights pursuant to Rule [9.4\(b\)](#),
- (p) “*General Meeting*” means either an Annual *General Meeting* or a Special *General Meeting* of the *Institute*,

- (q)** “*grievance*” means a concern in writing raised by a *Member* relating to the *Member’s* rights and interests as a *Member* which the *Member* considers is affecting the *Member* in a significant (not trivial or incidental) way, and the effect on the *Member* or other affected *Members* may not necessarily include financial losses or costs to the *Members*, but a *Member* raising a grievance should be able to point to a significant negative effect on that *Member*, or on other *Members* in similar circumstances, or on all *Members*,
- (r)** “*Institute*” is the society referred to in Rule [1.1](#), and is the professional body that represents its *Members*,
- (s)** “*Member*” where used alone or in the phrase “*Member of the Institute*,” means, unless a contrary interpretation appears, any person admitted as a *Member* of the Institute, and the Board shall have power to make regulations or bylaws that provide for categories of *Institute* membership, the requirements for admission to those categories of *Institute* membership, and the rights and duties of *Members* in different categories of *Institute* membership.
- (t)** “*Membership Convenor*” is the *Board member* with delegated authority to deal with membership applications and membership matters,
- (u)** “*Membership Register*” is the register of *Members* kept pursuant to Rule [9.6](#) and any regulations or bylaws made pursuant to Rule 11.14 and maintained by the *NZPI Office*,
- (v)** “*NZPI Office*” means the *Institute’s* administration office,
- (w)** “*Past Chair*” is the person who was the *Chair* in the year preceding the election of the current *Chair*,
- (x)** “*Professional Standards Committee*” is the committee established pursuant to Rule [12.1](#),
- (y)** “*Register of Disclosures*” is the Register of disclosures of conflicts of interest referred to in Rule [9.6\(a\)\(ii\)](#),
- (z)** “*remote ballot*” is a ballot conducted by electronic means held in accordance with the procedures set out Rule [10.16](#),
- (aa)** “*Statute*” means the Incorporated Societies Act 1908 or any Act of Parliament which replaces it, including amendments to it from time to time,
- (bb)** “*Treasurer*” is the person holding that position referred to in Rule [11.20\(a\)](#),
- (cc)** “*Unfinancial*” means continuing to owe any subscriptions, fees, levies, fines, or costs after the due date, and
- (dd)** “*written notice*” means communication by post, courier, electronic means (including email, and website posting), or advertisement in periodicals, or a combination of these methods.

Interpretation of this Constitution and Institute Powers

- 1.4 In this Constitution, unless the context otherwise requires, the words and phrases in Rule [1.3](#) shall have the meanings defined in Rule [1.3](#), and otherwise shall be interpreted having regard to in Rule [1.5](#).
- 1.5 In this Constitution, unless the context otherwise requires:
- (a) Any word or phrase identifying a person extends to and includes the executors, administrators, successors, and assignees of that person,
 - (b) The singular number includes the plural and vice versa and words indicating one gender include the other genders,
 - (c) Reference to any Act extends to and includes any statutory or other modification or re-enactment thereof and any other like provision for the time being in force in New Zealand, and
 - (d) The headings of the Rules in this Constitution will not affect the interpretation given to it.
- 1.6 The *Institute* may exercise any of the powers conferred by the *Statute* or set out in the Rules [8.2](#) and [8.3](#) of this Constitution.

2.0 MEMBERSHIP

Minimum number of Members

- 2.1 The *Institute* shall maintain the minimum number of *Members* required by the *Statute*.

Institute membership

- 2.2 Rules [9.1–9.9](#) of this Constitution sets out the classes of *Institute* membership, the methods by which *Members* are admitted or re-admitted to different classes of membership, membership obligations and rights, provisions for *Associates*, and the maintenance of a *Membership Register*.

Disputes (including *Member grievances*, and *complaints* and disciplinary action)

- 2.3 All disputes (including *Member grievances*, and *complaints* and disciplinary action against *Members*) shall be dealt with in accordance with the *Statute* and the procedures set out in Rules [12.1–12.12](#) of this Constitution as supplemented by any further regulations or bylaws made pursuant to Rule [11.14](#), BUT the *Institute* is not concerned with *Members'* conduct outside of or away from *Institute* activities or the planning profession, unless there is some identifiable connection with the *Institute*, or the reputation of the *Institute* may be affected, or both.

3.0 GENERAL MEETINGS

Annual General Meetings

- 3.1 The Annual *General Meeting* of the *Institute* shall be held no later than 6 months after the balance date under Rule [4.4](#) and not later than 15 months after the previous Annual *General Meeting* on a date, at a time and at venue/s fixed by the *Board*.

Special General Meetings

- 3.2 Special *General Meetings* (which only *Full Members* and Life Fellows are entitled to attend) shall be called by:

- (a) The *Board*, or
- (b) Within 21 *clear days of written notice* to the *Chief Executive Officer* signed by not less than 50 *Full Members* and such notice must specify the business to be considered by the *Special General Meeting*.

Calling of, Notice of, Procedure at and Voting at General Meetings and by Remote Ballot and Minutes

- 3.3 Annual *General Meetings* and *Special General Meetings* shall be called and run in accordance with the procedures set out in Rules [10.1 – 10.16](#).

4.0 BOARD AND OFFICERS, GOVERNANCE AND MANAGEMENT

Election of Board

- 4.1 The *Institute* shall have a *Board* consisting of 9 *Full Members* who shall be elected triennially pursuant to Rules [11.2 – 11.4](#) and who, together with any person appointed pursuant to Rule 11.5, shall govern and have the powers set out in Rules [11.13 – 11.19](#).

Registered Office

- 4.2 The Registered Office of the *Institute* shall be at such place in New Zealand as the *Board* from time to time determines, and changes to the Registered Office shall immediately be notified to the Registrar of Incorporated Societies in a form and as required by the *Statute*.

Governance by the Board

- 4.3 The Board shall appoint a *Chief Executive Officer* who shall be responsible for the provision of support to the Board and for the secretarial functions specified in Rule [11.18](#) and the financial procedures pursuant to Rule [11.20](#).

Financial year

- 4.4 The *Institute's* financial year shall commence on 1 January of each year and end on 31 December in the same year (the latter date being the *Institute's* balance date).

Disqualification from holding office and termination of office as a Board member

- 4.5 No *Member* may stand for office on the *Board* and a *Board Member* shall immediately cease to hold office as a *Board Member* if Rule [11.1](#) applies to that person.

Institute Contracts and Execution of Documents

- 4.6 The *Institute* shall have a Common Seal which shall be retained by the *Chief Executive Officer*.
- 4.7 Unless entered into by the *Chief Executive Officer* or other employee or contractor authorised pursuant to Rule [11.18](#) and acting in accordance with the terms of that person's authority, documents shall be executed for the *Institute* pursuant to a resolution of the *Board*:
- (a) By affixing the Common Seal witnessed by the *Chair* or *Deputy Chair* and counter-signed by some other *Board Member*, or
 - (b) Where the document is not required by law to be executed under common seal, by the *Chair* or *Deputy Chair* and some other *Board Member* signing on behalf of the *Institute*.

5.0 GRIEVANCES, COMPLAINTS AND THE PROFESSIONAL STANDARDS COMMITTEE

- 5.1 A Professional Standards Committee responsible for the professional standards of *Members* shall be established and constituted pursuant to Rule [12.1](#), and its powers and processes are set out in Rules [12.9](#) and [12.10](#).
- 5.2 Any *grievance* raised by a *Member* shall be sent in writing to the *Chief Executive Officer*, and the processes set out in Rules [12.2 – 12.8](#) shall be followed in considering and resolving that *grievance*.
- 5.3 Any *complaint* about a *Member* shall be sent in writing to the *Chief Executive Officer*, and the processes set out in Rules [12.2](#), [12.9 – 12.12](#) shall be followed in considering and resolving that *complaint*.

6.0 AMENDMENT OF THIS CONSTITUTION

- 6.1 This Constitution may be amended or replaced in accordance with Rule 6.4, provided that no amendment may be made which would:
- (a) Alter this Constitution restricting the purposes of the *Institute* to advancing its purposes within New Zealand,
 - (b) Alter any provision in this Constitution precluding *Members* from obtaining any personal benefit or profit from their membership, or
 - (c) Otherwise conflict with the provisions of the *Statute*, but
- no change shall be made to the *Institute's* balance date without the prior approval of the Registrar of Incorporated Societies pursuant to the *Statute*.
- 6.2 Any proposed motion to amend or replace this Constitution:
- (a) May be proposed by the *Board*, or
 - (b) Proposed and signed by at least 10% of *Full Members* and given in writing to the *Chief Executive Officer*, and within 60 *clear days* of receipt of the proposal the *Board* shall submit the proposal to a *General Meeting* or hold a *remote ballot* on the proposal.
- 6.3 Unless the proposed motion is to be voted upon by *remote ballot*, the *Chief Executive Officer* shall in accordance with Rules [10.6](#) and [10.7](#) notify all *Full Members* of the proposed motion 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 such notice of motion.
- 6.4 Any resolution to amend or replace this Constitution must be passed by a majority of all *Full Members*:
- (a) Present and voting, or
 - (b) Voting by *remote ballot*.
- 6.5 Every alteration to this Constitution, including any change of its name, shall be promptly registered with the Registrar of Incorporated Societies as required by the *Statute*.

7.0 WINDING-UP

- 7.1 The *Institute* may be wound up or liquidated or removed from the Register of Incorporated Societies under the provisions of the *Statute* provided that any such proposal is notified and approved as required by the *Statute*.
- 7.2 In accordance with Rules [10.6](#) and [10.7](#) the *Chief Executive Officer* shall notify all *Full Members* and Life Fellows of any 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 such notice of motion.
- 7.3 Any resolution to wind up the *Institute* or remove it from the Register of Incorporated Societies must be passed by a two-thirds majority of all *Full Members*:
- (a) Present and voting, or
 - (b) Voting by *remote ballot*.
- 7.4 If the *Institute* is wound up or liquidated or removed from the Register of Incorporated Societies no distribution shall be made to any *Member*.
- 7.5 Subject to Rule [7.4](#), on the *Institute's* winding up or liquidation or removal from the Register of Incorporated Societies its surplus assets after payment of all debts, costs and liabilities shall be vested in one or more charitable societies or charitable trusts.

8.0 INSTITUTE'S PURPOSES AND POWERS

- 8.1 Notwithstanding anything in Rule [1.2](#), the *Institute* shall not operate in a manner, for the purpose of, or with the effect of, that results in:
- (a) Any *Member* or *Associate* of the *Institute* or any *Associated Person* deriving any personal financial gain from membership of the *Institute*, other than as may be permitted by law, or
 - (b) Returning all or part of the surplus generated by the *Institute's* operations to *Members* or *Associates* in money or in kind, or
 - (c) Conferring any kind of ownership in the *Institute's* assets on *Members* or *Associates*,
- but the *Institute* can operate to:
- (d) Engage in trade,
 - (e) Pay a not-for-profit *Member*, *Associate* or *Associated Person* for matters that are incidental to the purposes of the *Institute*,
 - (f) Reimburse a *Member*, *Associate* or *Associated Person* or any other person for reasonable expenses legitimately incurred on behalf of the *Institute* or while pursuing the *Institute's* purposes,
 - (g) Provide benefits to members of the public or of a class of the public and those persons include *Members*, *Associates*, or their families,
 - (h) Pay a *Member*, *Associate* or *Associated Person* a salary or wages or other payments for services to the *Institute* on arm's length terms (terms reasonable in the circumstances if the parties were connected or related only by the transaction in

question, each acting independently, and each acting in its own best interests, or are terms less favourable to the *Member* than those terms), or

- (i) Provide a *Member, Associate* or *Associated Person* with incidental benefits (for example, trophies, prizes, or discounts on products or services) in accordance with the purposes of the Institute.

8.2 Subject to Rule [8.1](#), the *Institute* shall have power:

- (a) To achieve its purposes the *Institute* shall have the power to maintain professional standards,
- (b) To represent and promote the interests of *Members* and *Associates* of the *Institute*, including:
 - (i) Providing means for the fair and just settlement of disputes about professional standards or conduct,
 - (ii) Taking appropriate action to prevent any person other than a *Member* of the *Institute* from claiming that he/she is a member or from using the title of *Member*, or any initials or other abbreviations of such title or other words liable to be understood by any person indicating that he/she is a member of the *Institute*,
 - (iii) Encouraging and maintaining co-operation and good relationships with other professional bodies,
 - (iv) Taking appropriate steps to protect and promote the professional status of *Members*,
 - (v) Advising persons or organisations who employ or are likely to employ planners on appropriate levels of work, job responsibility, levels of remuneration and salaries in respect of professional planning positions,
 - (vi) Advising persons or organisations who employ or are likely to employ consultant planners on appropriate levels of charges and fees,
 - (vii) Taking any appropriate steps to improve employment conditions of planners, and
 - (viii) Taking measures to ensure the advancement and achievement of the purposes of the Institute,
- (c) To make regulations, bylaws, and policies pursuant to Rule [11.14](#) to:
 - (i) Devise and impose standards for entry to *Institute* membership,
 - (ii) Promote the training and education and provide for the examination and continuing professional development of persons practising or intending to practice the profession of planning in New Zealand,
 - (iii) Promote and encourage the highest standard of professional planning service and conduct of members,
 - (iv) Grant or issue diplomas or certificates to *Members* of the *Institute* or to other persons in recognition of their proficiency in planning knowledge or in any matters relating to the duties of a planner,

- (v) Grant prizes or scholarships or subsidise lectureships or research in any school, college, or university in connection with any subjects of study relating to planning or the duties of a planner, and
- (vi) Grant financial or other assistance to any society, school, college, or university established in New Zealand in the interests of the profession of planning,
- (d) Assist in the publication and promote the dissemination of information about all aspects of planning to planners and the public,
- (e) Improve community awareness of the nature, value and importance of planning techniques and practices,
- (f) Hold, or assist in the holding of meetings, seminars, or conferences on planning and allied subjects to advance general or technical planning knowledge,
- (g) Publish information giving an account of the proceedings of the Institute and/or such other matters as may be of professional interest,
- (h) Raise money on mortgage of the property of the Institute by issue of debentures charged on all or any of the property or rights of the Institute,
- (i) Review and make submissions on proposed amendments and promote appropriate changes in the law relating to planning and related legislation,
- (j) To make other regulations, bylaws and policies pursuant to Rule [11.14](#) to advance or achieve any of the above purposes,
- (k) To establish a *Code of Ethics* applicable to *Members* and *Associates* pursuant to Rule [11.14](#), and
- (l) To do any act or thing related or contributing to advancing or attaining any of the above purposes.

8.3 Subject to Rules [1.2](#) and [8.1 – 8.2](#), in addition to its statutory powers, the *Institute*:

- (a) May use its funds to pay the costs and expenses to advance or carry out its purposes, and to employ or contract with such people as may be appropriate,
- (b) May invest in any investment in which a trustee may lawfully invest, and
- (c) Shall have power to borrow or raise money by debenture, bonds, mortgage and other means with or without security, but such borrowing powers shall not be exercised other than by resolution of a *General Meeting* of which proposed resolution at least ten *clear days' written notice* was given to all *Members* in accordance with Rules [10.5](#) and [10.6](#).

8.4 No *Member*, *Associate* or any *Associated Person* shall participate in or materially influence any decision made by the *Institute* relating to:

- (a) The payment to or on behalf of that *Member*, *Associate* or *Associated Person*, or
- (b) The conferring of any income, benefit, or advantage whatsoever on that *Member*, *Associate* or *Associated Person*.

8.5 Despite any other provision in this Constitution, *Board Members*, *Board* sub-committee members, and *Members* or *Associates* appointed by the *Board* to undertake any task for the *Institute*:

- (a) May be offered such honoraria as may be approved by resolution of the Board, and
 - (b) Shall be entitled to be reimbursed by the *Institute* for any reasonable actual expenses incurred by them on behalf of the *Institute*.
- 8.6** The *Institute* may, subject to the provisions of the *Statute*, indemnify *Members*, *Associate* and employees who act in good faith in seeking to advance the *Institute's* activities, and to take insurance for the purposes of that indemnity, but no such indemnity or insurance shall be provided where a *Member*, *Associate* or employee is criminally liable for the actions or inaction in respect of which indemnity or insurance is sought.
- 8.7** The *Institute* would not operate for the financial gain of *Members* or *Associates* in breach of the *Statute* simply if the *Institute*:
- (a) Engages in trade,
 - (b) Pays a not-for-profit *Member*, *Associate* or *Associated Person* (namely, a *Member* that is a body corporate that is not carried on for the private pecuniary profit of any individual) for matters that are incidental to the purposes of the *Institute*,
 - (c) Reimburses a *Member*, *Associate* or *Associated Person* for reasonable expenses legitimately incurred on behalf of the *Institute* or while pursuing the *Institute's* purposes,
 - (d) Provides benefits to members of the public or of a class of the public and those persons include *Members*, *Associates*, or their families,
 - (3) Pays a *Member*, *Associate* or *Associated Person* a salary or wages or other payments for services to the Institute on arm's length terms (terms reasonable in the circumstances if the parties were connected or related only by the transaction in question, each acting independently, and each acting in its own best interests, or are terms less favourable to the *Member*, *Associate*, or *Associated Person* than those terms), or
 - (f) Provides a *Member*, *Associate* or *Associated Person* with incidental benefits (for example, trophies, prizes, or discounts on products or services) in accordance with the purposes of the Institute.
- 8.8** Nothing in this Constitution authorises the *Institute* to do anything which contravenes or is inconsistent with the *Statute*, any regulations made under the *Statute*, or any other legislation.
- 8.9** Nothing in this Constitution authorises a *Member*, *Associate* or any *Associated Person* to participate in or materially influence any decision made by the *Institute* relating to:
- (a) The payment to or on behalf of that *Member*, *Associate* or *Associated Person*, or
 - (b) The conferring of any income, benefit, or advantage whatsoever on that *Member*, *Associate* or *Associated Person*.
- 8.10** Despite Rule [1.2](#) and Rules [8.1 – 8.8](#), the *Institute* shall not be required to advance all of its primary purposes all of the time.

9.0 CLASSES OF INSTITUTE MEMBERSHIP, THE METHOD BY WHICH MEMBERS ARE ADMITTED TO DIFFERENT CLASSES OF MEMBERSHIP AND SUBSCRIPTIONS AND LEVIES

9.1 The classes of *Institute* membership are as follows:

- (a) **Active Member** An *Active Member* is an individual admitted to membership pursuant to Rule [9.2](#) and who has not ceased to be a *Member* pursuant to any other Rule, but does not include a Life Fellow or *Honorary Member*.
- (b) **Full Member** Every applicant for election as a *Full Member* by the *Board* shall demonstrate professional competence in planning and shall meet such criteria including any interview that may be required and the provision of references relating to academic training and practical planning experience and such other matters as may be specified in regulations or bylaws made pursuant to Rule [11.14](#).
- (c) **Graduate Member** Every applicant for election by the *Board* as a *Graduate Member* shall have completed an academic planning programme at any New Zealand university, college or other teaching institution that has been accredited under policies and procedures adopted by the *Board*, including institutions recognised through agreements with international planning institutes, and shall meet such criteria including any interview that may be required and the provision of references relating to academic training and practical planning experience and such other matters as may be specified in regulations or bylaws made pursuant to Rule [11.14](#), and following election as a *Graduate Member*:
 - (i) Must meet continuing professional development requirements as set out in regulations adopted pursuant to Rule [11.14](#), and
 - (ii) After two years of full-time equivalent work within the planning profession following election as a *Graduate Member* a *Graduate Member* shall be eligible for *Intermediate Membership*, but
 - (iii) If after six years of full-time equivalent work within the planning profession a *Graduate Member* has not become a *Full Member* that person's membership of the *Institute* shall be deemed to have been terminated unless an extension is granted in accordance with any regulations adopted pursuant to Rule [11.14](#).
- (d) **Honorary Member** An *Honorary Member* is a person not engaged professionally in the practice of planning but, by reason of that person's position and/or experience in matters relating to planning, appears to the *Board* to be able to assist in advancing or achieving the purposes of the *Institute*, who is elected by the *Board* as an *Honorary Member*. An *Honorary Member* has no membership rights, privileges, or duties.
- (e) **Intermediate Member** An *Intermediate Member* is a *Graduate Member* admitted by the *Board* as an *Intermediate Member* following no less than two years of full-time equivalent work within the planning profession, and who meets such criteria, including any interview that may be required and the provision of references relating to academic training and practical planning experience and such other matters, as may be specified in regulations or bylaws made pursuant to Rule [11.14](#), and an *Intermediate Member* following admission as an *Intermediate Member*:
 - (i) Must meet continuing professional development requirements as set out in regulations adopted pursuant to Rule [11.14](#),

- (ii) After two years of full-time equivalent work within the planning profession following admission an *Intermediate Member* shall be eligible for *Full Membership*, but
 - (iii) If after six years of full-time work within the planning profession an *Intermediate Member* has not become a *Full Member* that person's membership of the *Institute* shall be deemed to have been terminated unless an extension is granted in accordance with any regulations adopted pursuant to Rule [11.14](#).
- (f) **Fellow** A *Fellow* is a person elected by the *Board* to be a *Fellow* of the Institute who meets the following criteria:
- (i) Has been a *Full Member* for not less than 10 consecutive years,
 - (ii) During the immediately preceding 10 years planning has been the candidate's principal occupation, during which time at least five years shall have been in a supervisory capacity where the candidate has been responsible for planning work undertaken by others,
 - (iii) The candidate has rendered conspicuous service to the planning profession, with such service including involvement in the *Institute*, contributions to planning education, promotion of the planning profession to the wider community, presentation of papers or the preparation of publications, and/or representation of the profession to Government, non-Government, and/or community bodies or forums, and
 - (iv) Any further criteria as may be specified in regulations or bylaws made pursuant to Rule [11.14](#), and

a *Fellow* shall have all the rights and privileges of a financial *Full Member* and shall be subject to all the duties of a *Full Member* except those of paying subscriptions and levies, and

those *Members* of the *Institute* who were "Life Fellows" prior to the adoption of this Constitution shall be entitled to continue to refer to themselves as "Life Fellows" and shall have all the rights and privileges of a financial *Full Member* and shall be subject to all the duties of a *Full Member* except those of paying subscriptions and levies.

- (g) **Student Member** A *Student Member* is a person enrolled in an academic planning programme at any New Zealand University, college or other teaching institution that has been accredited under policies and procedures adopted by the *Board*, admitted as a *Student Member* by the *Board* or by some person with the *Board's* delegated authority, and shall automatically become a *Graduate Member* upon completion of a course of study recognised by the *Board*, and evidence of graduation shall be provided to the *Chief Executive Officer* within 15 *clear working days* of any request to provide that evidence. After completion of a course of study recognised by the Institute (and providing evidence of such completion to the satisfaction of the *Chief Executive Officer*) a *Student Member* shall become a *Graduate Member*.
- (h) **Technician Members** No new applications for Technician Members have been accepted since 30 April 2015, but any remaining Technician Member will continue to

hold that membership and be entitled to such rights and be subject to such duties as existed prior to the adoption of this Constitution.

9.2 Admission of *Members*:

- (a)** All applications for membership in any category of *Member* shall be comply with the following requirements:
 - (i) Every individual admitted into membership must expressly consent in writing to becoming a member of the *Institute*, and an applicant for membership as a *Member* shall complete and sign any application form provided by the *Board* and supply such information as may be required by the *Board*, And
 - (ii) Applications shall be submitted to the *Chief Executive Officer* and include a signed declaration by the applicant that the applicant will abide by the provisions of this Constitution and by any *Code of Ethics*, regulations, bylaws and policies made pursuant to Rule [11.14](#), and
 - (b)** On being satisfied that all requirements for admission as a *Graduate* or *Student Member* set out in this Constitution or in any regulations, bylaws and policies made pursuant Rule [11.14](#) have been satisfied, the *Chief Executive Officer* is authorised to admit any such applicants.
 - (c)** The *Board* shall appoint a *Board Member* as the *Membership Convenor*, and the *Membership Convenor* shall have authority to approve eligible candidates for admission as *Full Members*, *Intermediate Members* and *Associates* after all requirements set out in this Constitution or in any regulations, bylaws and policies made pursuant to Rule [11.14](#) have been satisfied.
 - (d)** Membership applications shall be considered and processed in accordance with regulations, bylaws or policies made pursuant to Rule [11.14](#) and then, if required, submitted to the *Board* for consideration.
 - (e)** The *Board* or those authorised pursuant to Rule [9.2\(c\)](#) or pursuant to regulations, bylaws or policies made under Rule [11.14](#):
 - (i)** Shall have discretion whether or not to admit a membership applicant,
 - (ii)** Shall advise the applicant of their decision (but shall not be required to provide reasons for that decision), and
- A successful applicant shall immediately pay the annual subscription or such proportion of it as may be specified by the *Board*.
- (f)** No-one is entitled to claim the benefits of *Institute* membership until admitted to membership by the *Board* and until the required subscription is paid.
 - (g)** The *Board* may require payment of:
 - (i)** An entry fee upon the admission of an applicant admitted as a *Member* or *Associate*, and
 - (ii)** A transfer fee put upon the transfer of a *Member* or *Associate* from one class of membership to another, and
 - (iii)** Annual subscriptions and any other fees pursuant to Rule [9.7](#), but

the amount of any entry fee, transfer fee or subscription shall not be varied during any *financial year*, and the *Board* shall give all *Members* and *Associates* at least 90 *clear days'* notice of its intention to increase the amount of any such entry or transfer fee or subscription.

- (h) All classes of membership except Student membership may also be held on an "overseas" basis.
- (i) Elevation to the classes of *Fellow* and *Honorary Member* is only by invitation of the *Board*.

9.3 Readmission of former *Members*:

Any former *Member* who has not been in full-time or part-time practice as a planner for five or more years may apply for re-admission in the manner prescribed in Rule [9.2](#), and shall only be re-admitted at the discretion of the Membership Convener appointed pursuant to Rule [9.2\(c\)](#).

9.4 Membership obligations and rights:

- (a) All *Members* (including *Board Members*) shall be deemed to have notice of and be bound by the provisions of this Constitution and any *Code of Ethics*, regulations or bylaws made pursuant to Rule [11.14](#) and (as amended from time to time) and shall promote the interests and purposes of the *Institute* and shall do nothing to bring the *Institute* into disrepute.
- (b) A *Member* is entitled to exercise the rights of membership including attending at *General Meetings* but only *Full Members* may vote at *General Meetings*, and (subject to such conditions and restrictions as may be imposed by the *Board*) accessing or using the *Institute's* premises, facilities, equipment and other property, but only if all subscriptions and any other fees or levies have been paid by due date (see Rule [9.7\(c\)](#)), but no *Member* or Life Fellow is liable for an obligation of the *Institute* by reason only of being a *Member*.
- (c) Other than as permitted pursuant to Rule [9.6\(a\)\(v\)](#), or by resolution of the *Board*, a *Member* is not entitled to inspect or copy the minutes of *Board* or *Board* sub-committee meetings or the *Institute's* records, but is entitled, subject to the provisions of the *Statute*, to access information the *Institute* holds about that *Member* (but not about other *Members*).
- (d) The *Institute* shall be entitled to collect and record information about *Members* for the *Institute's* purposes, including information in the *Membership Register* and in the agendas and minutes of *Board* meetings and *General Meetings*.
- (e) The *Board* may decide whether and how *Members* may access or use premises, facilities, equipment, or other property owned, occupied, or otherwise used by the *Institute*, including any conditions of and fees for such access or use
- (f) Membership does not confer on any *Member* any right, title, or interest (legal or equitable) to or in the property of the *Institute*.
- (g) A *Member* as a planner has a responsibility to the public and shall:
 - (i) Maintain an appropriate professional awareness of contemporary planning philosophy, practice, and techniques,

- (ii)** Maintain an appropriate professional awareness of issues related to the Treaty of Waitangi and to the needs and interests of Tangata Whenua,
 - (iii)** Subject to respecting a client's or employer's right of confidentiality, endeavour to ensure that full, clear, and accurate information is available, and that there are meaningful opportunities for public input and participation,
 - (iv)** Ensure that special attention is paid to the interrelatedness of decisions and the environment, social, cultural, and economic consequences of planning actions, and
 - (v)** Recognise the need to maintain and promote high environmental standards and outcomes.
- (h)** A *Member* as a planner has a responsibility to the profession and to colleagues to:
- (i)** Uphold the dignity of the profession and the reputation of the *Institute*,
 - (ii)** Act in a friendly, fair, and tolerant manner to other professional planners,
 - (iii)** Do nothing calculated to injure unjustly or unfairly the reputation of another professional planner, or the planning profession,
 - (iv)** Co-operate in advancing the art and science of planning by exchanging information and experience,
 - (v)** Endeavour to contribute to the professional development of planning students and fellow planners, and
 - (vi)** Not advertise for work in a misleading manner, or in a manner injurious to the dignity of the profession, or other planners.
- (i)** A *Member* as a planner has a responsibility to clients and employers:
- (i)** To carry out all professional work with integrity, and in a spirit of fairness, fidelity, and objectivity,
 - (ii)** To ensure that any private dealings or ownership or any position on any local authority, board of directors or the like, do not create any conflict of interest with any client or employer,
 - (iii)** Not to make any misleading claims, or attempt to influence any decisions by improper means, and
 - (iv)** Not to accept any financial inducement offered in order to influence or affect his/her advice.
- (j)** A *Member* as a planner shall:
- (i)** Strive to ascertain the appropriate factual situation, and maintain unbiased and objective judgment, and shall not give professional advice or evidence which is other than his/her true professional opinion,
 - (ii)** Strive to attain a high standard of professional competence, and

- (iii) Continue to seek and receive professional education throughout a planning career, and to keep abreast of the development of planning practice and techniques.
- (k) Any person (including a *Member*) who believes a planner has breached any *Code of Ethics*, regulations or bylaws made pursuant to Rule [11.14](#) may make a complaint to the *NZPI Office* and it shall be dealt with according to the procedure outlined in Rules [5.3](#) and [12.9 – 12.12](#).

9.5 Associates

An “*Associate*” is not a *Member*, but is a person with a genuine desire to advance the purpose of planning as set out in this Constitution and satisfies such other matters as may be specified in regulations or bylaws made pursuant to Rule [11.14](#) who is admitted by the *Board* as an *Associate*, but no *Associate* shall have any right to attend, speak or vote at any *General Meeting* or to take part in any election process or *remote ballot*, but an *Associate* shall be entitled to such benefits as may be specified in regulations or bylaws made pursuant to Rule [11.14](#).

9.6 Membership Register and Register of Disclosures

- (a) The *Institute* shall:
 - (i) Keep an up-to-date *Membership Register of Members* (including Life Fellows and *Honorary Members*) recording their names, postal and email addresses, phone numbers, occupations, the dates each *Member* became a *Member*, and whether or not the *Member* is *financial* pursuant to Rule [9.7\(c\)](#), and
 - (ii) Maintain a *Register of Disclosures* by Board members or by other people who hold any other office provided for in this Constitution,
 - (iii) Hold the *Institute's* records, documents, books and the signed written consents and certificates of all elected or co-opted Board Members to serve on the Board (and paper records may be digitally recorded and stored),
 - (iv) Lodge with Registrar of Incorporated Societies an annual return in a form and as required by the *Statute*,
 - (v) On reasonable notice and at reasonable times:
 - Make available for inspection by *Members* copies of this Constitution and of any *Institute* regulations, bylaws or policies, and copies shall be provided (at a reasonable cost) to any *Member* on request,
 - Permit *Board Members* and *Members* to inspect the *Membership Register* and the *Register of Disclosures*, and
 - Provide *Members* with access to the financial statements presented to the last Annual *General Meeting* and the minutes of any previous *General Meetings*.
- (b) Every *Member* shall advise the *NZPI Office* of any change of name, postal and email address, phone number, or occupation, and if any *Member* fails to do so or provides incorrect information that *Member* shall have no ground of complaint if as a result the *Member* fails to receive any notice from the *Institute*.

9.7 Subscriptions and levies

- (a) The annual subscription and any other fees for different classes of membership and for *Associates* for the then current financial year shall be set by resolution of the *Board* (which can also decide to grant a discount or rebate for prompt payment by specified date or dates, impose a penalty of late payment, or decide that payment may be made by periodic instalments by a specified date or dates).
- (b) The *Board* or a *General Meeting* may by resolution impose a levy or levies on *Members* and/or *Associates* in different classes of membership (except Life Fellows and *Honorary Members*) in any financial year up to a maximum totalling 50% of the annual subscription for that year for each class of *Member*.
- (c) Any *Member* and/or *Associate* failing to pay the annual subscription (including any periodic payment), any levy, or any capitation fees, within one calendar month of the date the same was due for payment shall be considered as *unfinancial* and shall (without being released from the obligation of payment) have no membership rights and shall not be entitled to refer to himself or herself by any words, letters or symbol as a *Member* or *Associate* or to participate in any *Institute* activity or to access or use the *Institute's* premises, facilities, equipment and other property until all the arrears are paid. If such arrears are not paid within six months of the due date for payment of the subscription, any other fees, or levy the *Board* may terminate the *Member's* or *Associate's* membership (without being required to give prior notice to that *Member* or *Associate*).

9.8 Cessation of Membership

- (a) A *Member* ceases to be a *Member*:
 - (i) On death, or
 - (ii) By resignation from that *Member's* class of membership by *notice* to the *Chief Executive Officer*, or
 - (iii) Pursuant to the provisions of Rule [9.7\(c\)](#), or
 - (iv) On termination of that *Member's* membership pursuant to the disciplinary processes pursuant to the Rules [12.1 – 12.12](#), or
 - (v) In circumstances that may be specified in regulations or bylaws made pursuant to Rule [11.14](#), andwith effect from the death, liquidation or dissolution of the *Member*, on the date of receipt by the *Chief Executive Officer* or any subsequent date stated in the *notice* of resignation, or in circumstances that may be specified in regulations or bylaws made pursuant to Rule [11.14](#), and Rule [9.8\(c\)](#) shall apply.
- (b) A *Member* who has resigned or whose membership is terminated under this Constitution:
 - (i) Shall not be entitled to any refund of subscriptions, levies and other fees paid prior to the *Member's* resignation or termination of membership,
 - (ii) Remains liable to pay all subscriptions, levies and other fees to the end of the *Institute's* current *Financial year* pursuant to Rule [4.4](#), and any costs ordered to be paid in respect of any *grievance* or *complaint*,

- (iii) Shall cease to hold himself, herself, or itself out as a *Member* of the *Institute*, and
 - (iv) Shall return to the *Institute* all material provided to *Members* by the *Institute* (including any membership certificate, badges, handbooks, and manuals),
 - (v) Shall cease to be entitled to any of the rights of an *Institute Member*, and
 - (vi) May later re-apply for membership pursuant to Rule [9.3](#) and any regulations made pursuant to Rule [11.14](#) (in which event the reasons for the previous termination of membership may be taken into account in considering that application).
- (c) The estate of a *Member* who has died:
- (i) Shall not be entitled to any refund of subscriptions, levies and other fees paid prior to the *Member's* death, and
 - (ii) Remains liable to pay all subscriptions, levies and other fees to the end of the *Institute's* current *Financial year* pursuant to Rule [4.4](#), and any costs ordered to be paid in respect of any *grievance* or *complaint*.

9.9 Member Access to Information held by the Institute

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

- (a) The request must specify the information sought in sufficient detail to enable the information to be identified, and
- (b) The *Institute* must, within a reasonable time after receiving a request:
 - (i) provide the information, or
 - (ii) agree to provide the information within a specified period, or
 - (iii) 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
 - (iv) refuse to provide the information, specifying the reasons for the refusal.
- (c) Without limiting the reasons for which the *Institute* may refuse to provide the information, the *Institute* may refuse to provide the information if:
 - (i) Withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons, or
 - (ii) The disclosure of the information would, or would be likely to, prejudice the commercial position of the *Institute* or of any of its *Members*, or
 - (ii) 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*, or
 - (iv) Withholding the information is necessary to maintain legal professional privilege, or

- (v) The disclosure of the information would, or would be likely to, breach an enactment, or
 - (vi) 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
 - (vii) The request for the information is frivolous or vexatious.
- (d) 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 of receiving notification of the charge, the *Member* informs the *Institute*—
- (i) That the *Member* will pay the charge, or
 - (ii) That the *Member* considers the charge to be unreasonable.
- (e) Nothing in this Rule limits Information Privacy Principle 6 under the Privacy Act 1993.

10.0 ANNUAL GENERAL MEETINGS AND SPECIAL GENERAL MEETINGS

Annual *General Meetings*

10.1 The agenda and business of the Annual *General Meeting* shall include:

- (a) Confirmation of unconfirmed Minutes of previous *General Meeting(s)* (see Rule [11.22](#)),
- (b) Annual Report of the *Board* on the affairs of the *Institute* for the most recent financial year,
- (c) Audited financial statements of the *Institute* for the most recent financial year,
- (d) Appointment of a *Member* of the New Zealand Institute of Chartered Accountants who is not a *Member* to conduct an audit of the annual accounts of the *Institute*,
- (e) Notice of the disclosures, or types of disclosures, made by *Board Members* in matters being considered by or affecting the *Institute* during the most recent financial year (including a brief summary of the matters, or types of matters, to which those disclosures relate), recorded in the *Register of Disclosures* since the previous Annual *General Meeting*),
- (f) Advice as to result of triennial election of the *Board* in accordance with Rule [4.1](#),
- (g) Motions of which notice has been given pursuant to Rule [3.3](#), and
- (i) General business.

10.2 Any *Full Member* wishing to give notice of any motion for consideration at the Annual *General Meeting* shall forward *written notice* of the same to the *Chief Executive Officer* at least 21 *clear days* before the date of the Meeting. The *Board* may consider all such notices of motion and may notify *Full Members* of its recommendations in respect of such notices of motion at any time before the Annual *General Meeting* in accordance with Rule [10.6](#) or at the Annual *General Meeting*.

Special General Meetings

10.3 Special *General Meetings* (which only *Full Members* and Life Fellows are entitled to attend) shall be called by:

- (a) The Board, or
- (b) Within 21 *clear days* of written requisition to the *Chief Executive Officer* signed by not less than 50 *Full Members* and such requisition must specify the business to be considered by the *Special General Meeting*.

10.4 A *Special General Meeting* shall consider and deal only with the business:

- (a) If Rule [10.3\(a\)](#) applies, as specified in the *Board's* resolution, or
- (b) If Rule [10.3\(b\)](#) applies, as specified in the written requisition calling the Meeting plus any additional business specified by the *Board*,

provided that if the Meeting was called following a requisition pursuant to Rule [10.3\(b\)](#) if the quorum required pursuant to Rule [10.12](#) is not present within half an hour after a *General Meeting's* appointed start time the meeting shall be abandoned.

10.5 If the *Board* fails to give notice to *Full Members* and Life Fellows of a *Special General Meeting* within 21 *clear days* of receipt of a written requisition pursuant to Rule [10.3\(b\)](#), those requisitioning the *Special General Meeting* may convene it in accordance with the procedures set out in Rules [10.6](#) and [10.7](#).

Calling and Notice of General Meetings

10.6 At least 14 *clear days* before any *General Meeting* the *Chief Executive Officer* shall, in accordance with Rule [10.7](#) give *written notice*:

- (a) Notifying all *Full Members* of the venue/s, date, time, and business to be conducted at the *General Meeting*, and
- (b) In the case of *Annual General Meetings* sending all *Full Members* copies of the Annual Report, financial statements of the most recent financial year, and notice of any motions and the *Board's* recommendations in respect of any notices of motion.

10.7 Notices to Members may be given by post, email or electronically, and:

- (a) If given by email or electronically, shall be deemed to have been received the day it was sent,
- (b) If sent by post, shall be deemed to have been received the third day after being sent, and
- (c) The failure for any reason of any *Member* to receive such notice or information or any other irregularity, error or omission in notices, agendas and papers for the *General Meeting* or omission to give notices within a timeframe or omission to give notice to all persons entitled to receive notice, and any other error in the organisation of the *General Meeting* shall not invalidate any *General Meeting* or its proceedings if:
 - (i) The chairperson of the *General Meeting* (see Rule [10.13](#)), in his or her discretion, determines that it is still appropriate for the *General Meeting* to proceed despite the irregularity, error or omission, or

- (ii) The *General Meeting* by resolution passed pursuant to Rule [10.14 - 10.16](#) decides to proceed with the meeting.

Procedure at *General Meetings*

- 10.8** *General Meetings* may be held at one or more venues using any real-time audio, audio and visual, or electronic communication technology that gives each *Full Member* attending in person a reasonable opportunity to participate.
- 10.9** *General Meetings* may be attended by all *Full Members* present in person, and no *Member* may be represented by a proxy.
- 10.10** If the quorum required pursuant to Rule [10.12](#) is not present within half an hour after a *General Meeting's* appointed start time:
 - (a) If the *General Meeting* was called on a requisition of *Members* pursuant to Rule [10.3\(b\)](#) it shall be dissolved, and
 - (b) If the *General Meeting* was called by the *Board* it shall stand adjourned for seven days to the same time and venue/s, and if at such adjourned meeting the required quorum pursuant to Rule [10.12](#) is not present those present in person shall be deemed to constitute a sufficient quorum.
- 10.11** A *Full Member* shall have the following rights at a *General Meeting*:

An individual *financial Full Member* shall be entitled to attend, speak and vote in, and no proxy voting shall be permitted.
- 10.12** There is no quorum for *Annual General Meetings*, and the quorum for *Special General Meetings* is 50 *Full Members* in attendance in person when the meeting is called to order and also present throughout the meeting, and any decisions made when a quorum is not present at a *Special General Meeting* are invalid.
- 10.13** Every *General Meeting* shall be chaired by:
 - (a) The *Chair*, or
 - (b) In the *Chair's* absence, by the *Deputy Chair*, or
 - (c) In the absence of both of them by some other *Board Member* elected for the purpose by the meeting, or
 - (d) By some independent person appointed by resolution of the *Board*, or
 - (e) Failing the election or appointment of a chairperson under the foregoing provisions, by a person elected for the purpose by the meeting,and any such chairperson shall have the following powers and discretions:
 - (f) To decide the order of business,
 - (g) If a *Full Member*, to exercise a deliberative and a casting vote,
 - (h) If not a *Full Member*, to exercise a casting vote,
 - (i) To direct that any person not entitled to be present at the meeting, or obstructing the business of the meeting, or behaving in a disorderly manner, or being abusive, or failing to abide by the directions of the chairperson be removed from the meeting, and

- (j) In the absence of a quorum or in the case of emergency, to adjourn the meeting or declare it closed.

Voting at *General Meetings* and by Remote Ballot

- 10.14** A *Full Member* (but no other class of *Member*) is entitled to exercise one vote on any motion at a *General Meeting* in person, and voting at a *General Meeting* shall be by voices or by show of hands or, on demand of the chairperson or of two or more *Full Members* present, by secret ballot.
- 10.15** Unless otherwise required by this Constitution, all questions shall be decided by a simple majority of those in attendance in person and voting at a *General Meeting*, or voting by *remote ballot*.
- 10.16** In respect of *remote ballots* held under this Constitution:
 - (a) Only *Full Members* may vote in any *remote ballot*,
 - (b) Any resolution to hold a *remote ballot* shall set a closing date and time for ballots to be received by the *Chief Executive Officer*, but the closing date shall be no earlier than 15 *clear days* after the date ballot papers are notified to *Full Members*.

11.0 BOARD MEMBERS AND BOARD ELECTIONS

Disqualification from office as a Board member and termination of Board membership

- 11.1** No *Member* may stand for office on the *Board*, and any person who is on the *Board* shall cease to be a *Board Member*, if that person:
 - (a) Is *unfinancial*,
 - (b) Is or becomes an undischarged bankrupt, or
 - (c) Is or becomes prohibited from being a director or promoter of, or being concerned or taking part in the management of an incorporated or unincorporated body under the Companies Act 1993, the Financial Markets Conduct Act 2013, or the Takeovers Act 1993, or any other similar legislation, or
 - (d) Is or becomes a person who is prohibited from 1 or more of the following under an order made, or a notice given, under a law of a country, State, or territory outside New Zealand that is prescribed for the purposes of section 151(2)(eb) of the Companies Act 1993:
 - (i) Being a director of a body corporate incorporated outside New Zealand (an overseas company), or
 - (ii) Being a promoter of an overseas company, or
 - (iii) Being concerned in or taking part in the management of an overseas company, or
 - (e) Is or becomes disqualified from being an officer of a charitable entity under section 31(4) of the Charities Act 2005, or
 - (f) Has been or is convicted:
 - (i) Of an offence under subpart 6 of Part 4, or under any of sections 217 to 266 of the Crimes Act 1961, within the past 5 years, or

- (ii) Within the past 5 years, in a country other than New Zealand, of an offence that is substantially similar to an offence specified in subparagraph [11.1\(f\)\(i\)](#), or
 - (iii) Of a money laundering offence or an offence relating to the financing of terrorism, whether in New Zealand or elsewhere, or
- (g) Is or becomes a person subject to:
- (i) A banning order under the *Statute*, or
 - (ii) A management banning order under the Financial Markets Conduct Act 2013 or the Takeovers Act 1993, or any other similar legislation, or
 - (iii) An order under section 108 of the Credit Contracts and Consumer Finance Act 2003, or
 - (iv) A confiscation order under the Proceeds of Crime Act 1991, or
 - (v) A property order made under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act, or
- (h) Is not or ceases to be a *Full Member*, or
- (i) Is a person disqualified from being an officer of charitable entities under section 16, Charities Act 2005.

Election of the Board

- 11.2** A governance *Board* consisting of 9 *Full Members* shall be elected triennially, and they and any other *Board Members* appointed pursuant to Rule [11.5](#), or co-opted pursuant to Rule [11.7](#) shall be the *Institute's Board* and hold office pursuant to Rule [11.6](#).
- 11.3** Nominees for election to the *Board* and *Board Members* while in office must be *Full Members* who are not prevented from serving on the *Board* pursuant to Rule [11.1](#).
- 11.4** *Board Members* shall be elected every three years by *remote ballot* in accordance with the procedures set out in Rule [10.16](#):
- (a) At least 60 *clear days* prior to the proposed Election Date, the *Board* shall:
 - (i) Set the Election Date for elections to the *Board* for year following the Annual *General Meeting*, and
 - (ii) Appoint a Returning Officer for those elections to the *Board*.
 - (b) Within 5 *clear days* of the Election Date being set the *Chief Executive Officer* shall give *written notice* to all *Full Members* calling for nominations for *Board* positions requiring to be filled, and such written notice shall include a nomination form and shall specify the date such nominations must be in the hands of the Returning Officer appointed pursuant to Rule [11.4\(a\)\(ii\)](#), such date being not less than 35 *clear days* prior to the Election Date.
 - (c) Nominees must be *Full Members* who are not prevented from serving on the *Board* pursuant to Rule [11.1](#), and a nominee's written nomination shall be accompanied by the signed written consent of the nominee which also certifies that the nominee is not disqualified from holding office as a *Board Member* by these Rules or the Act, and may be accompanied by a biography not exceeding one A4 page.

- (d) At least 25 clear days prior to the Election Date the Chief Executive Officer shall give written notice to all Full Members of all valid nominations received for Board positions and, in the event that there are a greater number of nominations than is required for specific positions, forwarding a voting paper accompanied by the biographies of the candidates for election submitted pursuant to Rule [11.4\(c\)](#). Such voting paper shall specify the latest date (such date being not less than 3 clear days prior to the Election Date) the completed voting paper must be in the hands of the Returning Officer to be counted as a valid vote.
- (e) In the event of a ballot being required pursuant to Rule [11.4\(d\)](#) the candidate/s polling the highest number of votes of *Full Members* for the positions open to election shall be declared elected by the *Chief Executive Officer* or the Returning Officer, and, in the event of any vote being tied, the tie shall be resolved by the Annual *General Meeting* or the incoming *Board* (excluding any of those whose votes are the subject of a tie).
- (f) All *written notices* pursuant to Rule [11.4\(b\)](#) and [11.4\(d\)](#) shall be given in accordance with the procedures pursuant to Rule [10.7](#), but the failure for any reason of any *Member* to receive any such notice shall not invalidate the election.

11.5 In addition to *Board Members* elected pursuant to Rule [11.4](#), the governance *Board* may co-opt any person (other than a person disqualified from serving by reason of Rule [11.1](#)) to the *Board* who signs a written consent to join the *Board* and a certificate that he or she is not disqualified from being appointed or holding office as a *Board Member* by this Constitution or the Act, for a specific purpose, or for a limited period, or generally until the next Annual *General Meeting*, and unless otherwise specified by the *Board* any person so co-opted shall have full speaking rights as a *Board Member*.

11.6 Terms of office:

(a) The term of office of elected *Board Members* expires at the end of the Annual *General Meeting* held:

- (i) In the year following the election, or
- (ii) In the year corresponding with the last year of a *Board Member's* term of office specified in this Constitution, and

for the avoidance of doubt, unless an Annual *General Meeting* otherwise decides, the chairperson of that meeting is the *Chair* who has held office since the end of the previous Annual *General Meeting*.

(b) The term of office of a co-opted *Board Member* co-opted pursuant to Rule [11.5](#) expires at the end of any finite term for which that person was co-opted, or otherwise at the end of next Annual *General Meeting* held after that co-option.

11.7 If a vacancy in the position of any *Board Member* occurs between Annual *General Meetings* (whether pursuant to Rule [11.1](#) or by death, resignation in writing delivered to the *Chief Executive Officer*, removal or retirement) that vacancy shall be filled by appointment of some other person not prevented from serving on the *Board* pursuant to Rule [11.1](#) by resolution of the *Board*.

Chair and Deputy Chair

11.8 At the first *Board* meeting after each election under Rule [11.4](#) the *Board* shall elect a *Chair* and *Deputy Chair* from the 9 elected *Full Members*.

- 11.9** The *Chair* shall, in addition to all other duties described in this Constitution, generally oversee and direct the affairs and business of the *Institute* and act as spokesperson for the *Institute*.
- 11.10** The *Deputy Chair* shall:
- (a) Assist the *Chair* and, in the absence or in the event of the inability of the *Chair*, the *Deputy Chair* shall undertake all duties and have all the powers of the *Chair*, and
 - (b) Be the *Institute's* Contact Officer whom the Registrar of Incorporated Societies can contact when needed, and must at all times be resident in New Zealand and not disqualified under the Statute or pursuant to Rule [11.1](#) from holding that office, and any change in that Contact Officer or that person's name or contact details shall be advised to the Registrar of Incorporated Societies within 25 *clear days* after that change occurs or after the Institute became aware of the change.
- 11.11** The *Board* may by resolution at any time replace the *Chair* and/or *Deputy Chair* of which proposed resolution at least ten *clear days' written notice* was previously given to all *Board Members* in accordance with Rule [10.7](#).

Motion of no confidence in the Board

- 11.12** Any 50 *Full Members* wishing to give notice of a motion of no confidence in the *Board* for consideration at a *General Meeting* shall give *written notice* of the same to the *Chief Executive Officer* at least 28 *clear days* before the date of a *General Meeting*, and the *Chief Executive Officer* shall notify *Full Members* of the notice of motion in accordance with Rule [10.6](#).

Board's incidental powers and indemnity

- 11.13** The *Board* and any sub-committee may act by resolution approved in the course of a telephone conference call or through a written ballot conducted by email, electronic voting system, or mail, and any such resolution shall be recorded in the minutes of the next meeting of the *Board* or sub-committee.
- 11.14** The *Board* from time to time may make and amend a *Code of Ethics*, regulations, bylaws and policies for the conduct and control of *Institute* activities which shall be applicable to and binding on all *Members* (provided that when making or amending regulations the decision must be made by two-thirds of the *Board Members* present and voting), but no such regulations, bylaws, policies or *Code of Ethics* shall be inconsistent with the *Statute* or this Constitution, and
- (a) No new regulations and no alteration to any regulations shall be in force until 14 *clear days* after notice thereof has been delivered to each *Member* at his or her last known postal or email address,
 - (b) Any twenty or more financial *Members* may at any time submit in writing to the Board a request that a poll of *Members* be taken in regard to any alteration of any regulations and within 30 *clear days* from the receipt of any such request the *Board* shall take such poll by *remote ballot* and shall add, amend, or rescind any Regulation as a majority of the *Members* voting shall decide, and
 - (c) If within 14 *clear days* after notice of any alteration to the Regulations has been posted to each Member, a request for the taking of a poll on such alteration is received by the *Board* then such alteration shall not be in force until such poll has been taken and such alteration has been approved by a majority of the *Members* voting.

- 11.15** Other than as prescribed by the *Statute* or this Constitution, the *Board* may regulate its proceedings as it thinks fit.
- 11.16** Subject to the *Statute*, this Constitution and the resolutions of *General Meetings*, the decisions of the *Board* on the interpretation of this Constitution and all matters dealt with by it in accordance with this Constitution and on matters not provided for in this Constitution shall be final and binding on all *Members*.
- 11.17** Each *Board Member* shall within 14 *clear days* of submitting a resignation or ceasing to hold office deliver to the *Chief Executive Officer* all books, papers and other property of the *Institute* possessed by such former *Board Member*, together with written confirmation that all electronic materials have been deleted.
- 11.18** The *Board* may employ or contract with any person, people or company to administer or manage the affairs of the *Institute*, and may delegate to such person, people or company such of the powers and duties of the *Chief Executive Officer* and *Treasurer* as the *Board* thinks fit.
- 11.19** When exercising their powers and performing their functions *Board Members* must individually and collectively:
- (a) Act in good faith and in the best interests of the *Institute*, and use their powers for a proper purpose,
 - (b) Comply with the *Statute* and with this Constitution, except where the Constitution contravenes the *Statute*,
 - (c) Exercise the degree of care and diligence that a reasonable person with the same responsibilities within the *Institute* would exercise in the circumstances applying at the time,
 - (d) Not allow the activities of the *Institute* to be carried on recklessly or in a manner that is likely to create a substantial risk of serious loss to the *Institute's* creditors, or
 - (e) Not allow the *Institute* to incur obligations that they do not reasonably believe will be fulfilled, and
 - (f) Comply with the duties required of them under the *Statute*.
- 11.20** Treasurer and Financial Procedures
- (a) At the first *Board* meeting after each Annual *General Meeting* the *Board* shall appoint a *Board Member* as the *Institute's Treasurer*, and the *Treasurer* shall ensure that the *Chief Executive Officer*:
 - (i) Keeps such written books of account as may be necessary to provide a true record of the *Institute's* financial position,
 - (ii) Maintains an assets register recording the assets of the *Institute*,
 - (iii) Reports on the *Institute's* financial position to each *Board* meeting,
 - (iv) Presents financial statements of the most recent financial year (in such format as may be required by law) to the Annual *General Meeting*, and
 - (v) Files copies of those financial statements with the Registrar of Incorporated Societies in a form and as required by the *Statute*.
 - (b) The *Board* shall maintain bank accounts in the name of the *Institute*, and all cheques and withdrawal forms shall be signed and electronic banking systems operated by

any two of the *Chair, Treasurer*, and one other person designated by the *Board* or by one *Board Member* and *Chief Executive Officer*.

- (c) All money received on account of the *Institute* shall be banked within 21 *clear days* of receipt.
- (d) All accounts paid or for payment shall be submitted to the *Board* for approval of payment or those already paid in accordance with the delegated authorities in place at the time the payment was approved shall be reported to the next *Board* meeting after payment. All delegated authorities will be reviewed and updated or confirmed at the first Annual *General Meeting* after a *Board* election.
- (e) The *Board* shall have the power in its discretion to suspend or remove the *Treasurer* from office by resolution passed by a two-thirds majority of those present and voting.

11.21 Indemnity for Board:

- (a) No *Board Member* shall be liable for the acts or defaults of any other *Board Member* or any consequential loss caused by such acts or defaults, unless caused by their own wilful default or by their own wilful acquiescence.
- (b) The *Board* and each *Board Member* shall be indemnified by the *Institute* for all liabilities and costs incurred by them acting in good faith in the proper performance of their functions and duties, other than as a result of their own wilful default or by their own wilful acquiescence, but

no such indemnity shall be provided where this is prohibited by the *Statute*.

11.22 Minutes of General Meetings and Board meetings

The *Board* shall arrange for minutes of all *General Meetings* and *Board* meetings to be kept, and:

- (a) A draft of the minutes of all *General Meetings* and *Board* meetings shall be provided to the *Board* within 14 *clear days* of such meetings,
- (b) In the absence of proof to the contrary, all such minutes when confirmed by the next such meeting and signed by the chairperson of that meeting shall be:
 - (i) Confirmation that the previous meeting was duly called, and
 - (ii) Treated and accepted as a true and correct record of what occurred at the previous meeting.

12.0 GRIEVANCES, DISPUTES, COMPLAINTS AND DISCIPLINE

Note: The following disputes procedures are designed to enable and facilitate the fair, prompt and efficient resolution of *grievances* and *complaints* in a manner that complies with the requirements set out in the *Statute*. All *Members* (including members of the *Board* and members of the *Professional Standards Committee*) are obliged to comply with these procedures to resolve *grievances* and *complaints*, and to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the *Institute's* activities. The procedures set out in the following Rules may be supplemented by further regulations or bylaws not inconsistent with these Rules, made pursuant to Rule [11.14](#).

12.1 Professional Standards Committee

- (a) The *Institute*:
- (i) Shall have a *Professional Standards Committee* appointed by the *Board* consisting of the *Chair*, *Deputy Chair* and *Immediate Past Chair* of the *Board*, and the *Immediate Past Chair* shall serve as chairperson of the *Professional Standards Committee*, and
 - (ii) The *Board* may, at any time, appoint to the *Professional Standards Committee* a person or persons who is or are not a *Member* if, in the opinion of the *Professional Standards Committee*, that person has knowledge or experience that will assist the work of the *Professional Standards Committee*, and such appointment shall be for such duration upon such terms as the *Professional Standards Committee* may specify.
- (b) Where any member of the *Professional Standards Committee* is incapacitated, or has a conflict of interest in respect of any matter or person with which the *Professional Standards Committee* is dealing, that person shall stand down and:
- (i) A previous *Chair* or a *Full Member* of the *Institute* with not less than 15 years planning experience may be seconded by the *Professional Standards Committee* as a member of the *Professional Standards Committee* in respect of that matter or person, and
 - (ii) Where the chairperson of the *Professional Standards Committee* has stood down pursuant to this Rule the present *Chair*, the *Deputy Chair*, a *Past Chair* or an experienced *Full Member*, in that order, shall chair the *Professional Standards Committee* while it is dealing with the matter in respect of which the chairperson has stood down.
- (c) Notwithstanding Rule [12.1\(b\)](#), the *Professional Standards Committee* may co-opt a layperson to become a member of the *Professional Standards Committee* from a list of approved laypersons established and maintained by the *Chief Executive Officer*, and:
- (i) The *Chief Executive Officer* shall from time to time call for persons to be placed on a list of laypersons who may be co-opted onto the *Professional Standards Committee* or a *Committee of Appeal*, and the *Chief Executive Officer* shall conduct interviews, carry out referee checks and institute a process for approving or declining approval for such laypeople, and
 - (ii) Such co-opted layperson *Professional Standards Committee* members shall be reimbursed for travel and any other expenses on such basis as is approved by the *Professional Standards Committee*.

12.2 Grievances and Complaints

- (a) Any *grievances* or *complaints* must be committed to writing, all questions about *grievances* or *complaints* must be referred to the *Chief Executive Officer*, and any *grievance* or *complaint* received by the *Chief Executive Officer* shall be referred to the chairperson of the *Professional Standards Committee* and shall be dealt with in accordance with Rules [12.2 – 12.8](#) (for *grievances*), Rules [12.9 – 12.12](#) (for *complaints*).

- (b) The *Institute* shall not be liable for any expenses incurred by any person or by any *Member* in respect of or in connection with any *grievance* or *complaint*, but the *Professional Standards Committee* may in its discretion and with the prior approval of the *Board* make a payment without any admission of liability to a member towards any costs incurred by that member in respect of any *grievance* or *complaint*.

12.3 Grievances

- (a) Any *grievance* by a *Member* is to be lodged in writing by the complainant with the *Chief Executive Officer* and must provide such details as are necessary to identify the details of the grievance.
- (b) The complainant raising a *grievance* and the *Board* must consider and discuss whether a *grievance* may best be resolved through informal discussions, mediation, or arbitration. Where mediation or arbitration is agreed upon, the parties will sign a suitable mediation or arbitration agreement.
- (c) Rather than investigate and deal with any *grievance*, the *Board* may:
 - (i) Appoint a sub-committee to deal with the same, or
 - (ii) Refer the same to the *Professional Standards Committee*,
 - (iii) Refer the same to an external arbitrator, arbitral tribunal, or external visitor (or referee), so long as minimum standards of natural justice consistent with those specified in the *Statute* are satisfied, and

And any such sub-committee, or *Professional Standards Committee* shall have the same powers as the *Board* in considering the grievance, and
 - (iv) The *Board*, sub-committee, the *Professional Standards Committee*, or any such other person considering any *grievance* is referred to in the following Rules [12.4 – 12.7](#) as the “decision-maker.”

12.4 The decision-maker on a *grievance* shall:

- (a) Consider whether to investigate and deal with the *grievance*, and
- (b) 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 the *Institute*).

12.5 Where the decision-maker on a *grievance* decides to investigate and deal with a *grievance*, the following steps shall be taken:

- (a) The complainant and any person or persons who may be the subject of the *grievance* must be advised of all details of the *grievance*,
- (b) The *Member* or the *Institute* which is the subject of the *grievance* must be given an adequate time to prepare a response,

(c) The complainant and the *Member* or the *Institute* which is the subject of the *grievance* 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, and

(d) Any oral hearing shall be held by the decision-maker, and/or any written statement or submissions shall be considered by the decision-maker.

12.6 A *Member* may not make a decision on or participate as a decision-maker regarding a *grievance* if two or more *Board Members* or the decision-maker considers that there are reasonable grounds to infer that that person may not approach the *grievance* impartially or without a predetermined view (and such a decision must be made taking into account the context of the *Institute* 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).

12.7 The decision-maker on a *grievance* may:

(a) Dismiss a *grievance*, or

(b) Uphold a *grievance* and make such directions as the decision-maker thinks appropriate.

12.8 There shall be no appeal in respect of a decision on a *grievance*.

12.9 Complaints

(a) Where an objection to the fees charged by any *Member* (and whether the objection to the fees is raised by a *Member* or a non-*Member*), the objection shall be determined by reference to a single arbitrator pursuant to the provisions of the Arbitration Act 1996 or any Act of Parliament which replaces it, including amendments to it from time to time, and the following paragraphs of Rules [12.9 - 12.12](#) shall not apply to any such objection.

(b) Any *complaint* (other than an objection to the fees charged by any *Member*) by anyone about a *Member* must be lodged in writing by the complainant with the *Chief Executive Officer* and must provide such details as are necessary to identify the details of the *complaint*, and if any *Member* complained against resigns after a complaint is received the *Institute* shall have power to continue to follow the procedures set out for investigating and making decisions on the *complaint* set out below and, if the *complaint* is upheld, of imposing penalties and making orders for payment of costs.

(c) Any *complaint* made against an *Associate* shall first be referred to any professional body representing the *Associate's* primary profession before being referred to the *Professional Standards Committee* and after being referred to the *Professional Standards Committee* the following paragraphs of Rules [12.9 – 12.12](#) shall apply as appropriate.

(d) The *Professional Standards Committee* shall:

(i) Consider whether to investigate and deal with the *complaint*, and

(ii) Request the complainant to support the *complaint* in writing with appropriate evidence or to make available to the *Professional Standards Committee* any

plan, document or other thing forming any part of the evidence relating to the *complaint*, and

- (iii) May decline to investigate and deal with the *complaint* (for instance, if the *Professional Standards Committee* 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, or the conduct, incident, event or issue has already been investigated and dealt with by the *Institute* or some other professional body), and
 - (iv) If it decides to investigate and deal with the *complaint* it shall send a copy of the *complaint* and of all supporting documentation to the *Member* or *Members* who is or are the subject of the *complaint*.
- (e) Where the *Professional Standards Committee* decides to investigate and deal with a *complaint*, the following steps shall be taken:
- (i) It shall send a copy of the *complaint* and of all supporting documentation to the *Member* or *Members* who is or are the subject of the complaint, and
 - (ii) The *Member* or *Members* complained against must be given adequate time to prepare and provide a written response.
- (f) As soon as practicable after receiving the written response from the *Member* or *Members* complained against the *Professional Standards Committee* shall consider the *complaint* and the written response of the *Member* or *Members* complained against and shall determine to proceed in one of the following ways:
- (i) If it considers that no grounds for *complaint* exists it shall convey that decision to the complainant and the *Member* or *Members* who is or are the subject of the *complaint*, or
 - (ii) Where the *Professional Standards Committee* concludes that the *Member* has failed to comply with his/her compulsory continuing professional development requirements it shall advise the *Member* of its decision and shall give the *Member* 15 clear days to make any submissions in respect of the actions that it may take, and following the expiry of that time it shall consider any submissions made by the *Member* and may then:
 - (iii) Suspend the *Member* from membership until actions that it specifies to remedy the non-compliance have been completed, or
 - (iv) Terminate the *Member's* membership, or
 - (v) Where the *Professional Standards Committee* concludes that there is a **prima facie** case against the *Member* it may proceed in one of the following ways:
 - A. Resolve to take no further action on the complaint, but warn the *Member* as to his or her future conduct, or
 - B. Resolve to take no further action on the complaint, but to provide evidence to any other appropriate authority, or
 - C. Resolve to lay charges.

- (g) Where the *Professional Standards Committee* resolves to lay charges against a *Member* or *Members*:
- (i) In conjunction with the *Institute's* legal counsel, the chairperson of the *Professional Standards Committee* shall draft charges to be made against the *Member* or *Members*,
 - (ii) The *Chief Executive Officer* shall send notice of the charges to the complainant and to the *Member* or *Members* concerned, and shall advise the complainant and the *Member* or *Members* concerned that they have the right to legal representation and the right to attend a hearing before the *Professional Standards Committee* and to call evidence and make submissions in respect of the charges, and the complainant and the *Member* or *Members* concerned shall be invited to attend a meeting or teleconference (to be held within 21 *clear days* of the date the notice of the charges is sent out) with the chairperson of the *Professional Standards Committee* and the *Institute's* legal counsel to establish a timetable for the following requirements:
 - A. Any oral hearing shall be held by the *Professional Standards Committee*, and/or any written statement or submissions shall be considered by the *Professional Standards Committee*.
 - B. The complainant and the *Member* or *Members* complained against must be given an adequate opportunity to be heard, either in writing or at an oral hearing if the *Professional Standards Committee* considers that an oral hearing is required or the *Member* or *Members* complained against request an oral hearing, and
 - C. Any oral hearing shall be held by the *Professional Standards Committee*, and/or any written statement or submissions shall be considered by the *Professional Standards Committee*.
- (h) A *Member* may not make a decision on or participate as a member of the *Professional Standards Committee* if two or more *Board Members* or the *Professional Standards Committee* considers that there are reasonable grounds to infer that that *Member* may not approach the *complaint* impartially or without a predetermined view (and such a decision must be made taking into account the context of the *Institute* and the particular case).
- (i) The *Professional Standards Committee* shall set out its decision in writing and shall state the reasons for its decision, and may:
- (i) Dismiss a *complaint* and that decision shall be final and shall not be susceptible to any appeal, or
 - (ii) Uphold a *complaint* and:
 - A. Reprimand or admonish the *Member* or *Members*, and/or
 - B. Impose a fine of up to \$50,000,
 - C. Suspend the *Member* or *Members* from membership for a specified period of up to two years, or
 - D. Terminate the *Member's* membership, and

- E. Order the complainant if a *Member* or the *Member* or *Members* complained against to meet any of the *Institute's* reasonable costs in dealing with a complaint, and
- (j) Any such fine and costs imposed on a *Member* or *Members* shall be recoverable pursuant Rule [12.12\(b\)](#).

12.10 If any *Member* complained against resigns after a *complaint* is received the *Institute* shall have power to continue to follow the procedures set out for investigating and making decisions on the *complaint* and, if the *complaint* is upheld, of imposing penalties and making orders for payment of costs.

12.11 Appeals against decisions on Complaints

- (a) Where the *Professional Standards Committee* upholds a *complaint* and has made decisions pursuant to Rule [12.9\(f\)\(ii\)](#) any *Member* or *Members* who was the subject of the *complaint* may, not later than 28 *clear days* after the date when the notification of the decision of the *Professional Standards Committee* as to penalty was posted or transmitted to the *Member* or *Members*, serve on the chairperson of the *Professional Standards Committee* a notice in writing of an appeal against any part or the whole of the decision, specifying the grounds of the appeal.
- (b) Following receipt of an appeal pursuant to Rule [12.11\(a\)](#), the Chair of the *Professional Standards Committee* which heard the complaint shall instruct with the *Institute's* legal counsel to nominate a Committee of Appeal consisting of:
 - (i) A Barrister of the High Court of New Zealand or retired Judge of the Environment Court, and
 - (ii) Two Institute Members who may be *Past Chairs* or *Full Members* with more than 15 years planning experience, and
 - (iii) If required, a lay person drawn from the list of approved laypersons to serve as the fourth member of the Committee of Appeal, and

none of those nominees shall have had prior involvement with the complaint.
- (c) Once the Committee of Appeal has been constituted, the Chair of the *Professional Standards Committee* which heard the *complaint* will forward all material relating to the case to the Committee of Appeal.
- (d) Subject to the Constitution and any Regulations of the *Institute*, the Committee of Appeal may regulate its own procedure, and may:
 - (i) Decide the appeal "on the papers,"
 - (ii) Hold a hearing at which it may require the presence of witnesses who gave evidence before the *Professional Standards Committee* or to call other witnesses who, in the opinion of the Committee of Appeal, should be called, and
 - (iii) Hear submissions from the parties to the appeal.
- (e) The Committee of Appeal may reverse the decision of the *Professional Standards Committee* or confirm the same subject to conditions or vary the decision of the *Professional Standards Committee* and may in addition make such order as to the payment of costs of the investigation and the appeal as it thinks fit.

- (f) The decision of the Committee of Appeal shall be communicated in writing to the *Chief Executive Officer* who shall forthwith inform the members of the *Professional Standards Committee*, the *Member* or *Members* who were the subject of the *complaint* and the complainant of the decision of the Committee of Appeal.

12.12 Supplementary provisions relating to Complaints and Appeals against decisions on Complaints

- (a) Following the completion of the processes set out in Rules [12.9 – 12.11](#), if a *complaint* against a *Member* or *Members* has not been upheld, at request of the *Member* or *Members* concerned, the *Professional Standards Committee* may, in the appropriate circumstances that are determined at its sole discretion, publish the fact that a *complaint* which was lodged has not been substantiated.
- (b) Following the completion of the processes set out in Rules [12.9 – 12.11](#), any fine and costs imposed on and payable by any *Member* or *Members* shall be recoverable as a civil debt in any Court of competent jurisdiction (the existence of the debt shall be sufficiently proved by the production of the Constitution and any relevant *Code of Ethics*, regulations, bylaws or policies of the Institute), a declaration signed by the *Member* on the form of application for membership which has been duly accepted, and a copy of the decision of the *Professional Standards Committee* or Committee of Appeal (whichever applies) in which the penalty was imposed, duly certified as a true and correct record by the signatures of the relevant Committee).