

CONSTITUTION

of the

NATIONAL RIFLE

ASSOCIATION

OF NEW ZEALAND

(INCORPORATED)

(This Page Left Deliberately Blank)

RECORD OF PRIOR RULES & AMENDMENTS

Amdt No	Amended By/Date
1.	GTS - 17 Jun 94
2.	AGM - 10 Jan 95
3.	AGM - 09 Jan 96
4.	AGM - 7 Jan 1997 - Clause 6.2.3
5.	AGM - 14 Jan 2003 - Clause 9.5
6.	AGM - 13 Jan 2006 - Clause 10.5
7.	AGM - 14 Jan 2010 – Clause 6.4 & 6.5
8.	AGM - 13 Jan 2015 – Clause 8, 8.1 & 8.2 – Financial Review
9.	AGM - 10 Jan 2017 – Clause 6.2.2
10.	AGM - 10 Jan 2017 – Clause 5.4
11.	SGM - 14 Jan 2026 – New Constitution to comply with Incorporated Society Act 2022
12.	
13.	
14.	
15.	
16.	
17.	
18.	

(This Page Left Deliberately Blank)

TABLE OF CONTENTS

RECORD OF PRIOR RULES & AMENDMENTS	3
TABLE OF CONTENTS	5
1. DEFINITION AND INTERPRETATION	7
2. DETAILS OF THE ASSOCIATION	9
3. PURPOSE	10
4. POWERS	10
5. MEMBERSHIP	10
6. CONTACT PERSONAL	12
7. SUBSCRIPTIONS	13
8. ANNUAL AND SPECIAL GENERAL MEETINGS	13
9. OFFICERS OF THE ASSOCIATION	14
10. FINANCIAL MANAGEMENT AND REVIEW	15
11. PRIVILEGE AND LIABILITY OF CLUBS	17
12. BOARD	18
13. DISPUTE RESOLUTION	20
14. ALTERATION OF CONSTITUTION	25
15. SEAL	25
16. WINDING UP	25
17. MANAGEMENT GROUP	26
18. SELECTION COMMITTEE	27
19. GRADING COMMITTEE	27
20. INDEMNITY	27

(This Page Left Deliberately Blank)

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 In this Constitution, unless the context requires otherwise, the following words and phrases have the following meanings:

Act means the Incorporated Societies Act 2022, including any amendments, and any regulations made under that Act.

AGM or **Annual General Meeting** means a meeting of the members of The Association held once a year convened under this Constitution.

Application means an application for membership as set out in this Constitution.

Associate Affiliates are those persons who are members of member Clubs and who have paid affiliation fees for associate affiliates in accordance with this Constitution.

Association means The National Rifle Association of New Zealand.

Board means The Association's governing body.

Board Meeting means a meeting of the Board.

Board Member means a member of the Board.

Bylaws means any bylaws, policies, regulations, and codes of The Association made under this Constitution.

Club means a group of individuals with an interest in full bore rifle shooting that meets the requirement for membership set out in this Constitution.

Constitution means the Constitution, including any amendments and any schedules to this Constitution.

Contact Details means a physical or an electronic address and a telephone number.

Contact Person means a person holding the position of contact person for the Association being the person the Registrar of Incorporated Societies can contact when needed.

Full Affiliates are those persons who are members of member Clubs and who have paid full affiliation fees in accordance with this Constitution.

General Meeting means an Annual General Meeting or Special General Meeting of The Association.

Constitution of the National Rifle Association of New Zealand (Inc)

Interests Register means the register of interest disclosures made by the Officers kept under this Constitution.

Matter means:

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

Member Clubs are Clubs that have been accepted as members of the Association as set out in this Constitution.

Member Register means the register of Member Clubs, Full Affiliates and Associate Affiliates kept under this Constitution.

Officer means a Board Member and any natural person occupying a position in The National Rifle Association that allows the person to exercise significant influence over the management or administration of The National Rifle Association.

Ordinary Resolution means a resolution passed by a majority of votes cast.

Patron means a person who has agreed to be associated with The National Rifle Association of New Zealand as a patron to show the support for The Association and to help establish or maintain public credibility of The National Rifle Association of New Zealand.

Postal Vote means a vote conducted by post, electronic or other means deemed appropriate by the Board to conduct an election of delegates in accordance with clause 11 of this constitution.

Purposes means the purpose of The Association described in clause 3.

SGM or Special General Meeting means a meeting of the members, other than an AGM, called for a specific purpose or purposes.

Working Day has the meaning given to that term under the Legislation Act 2019 and excludes the day observed as the anniversary in Wellington.

Interpretation

1.2 Unless the context otherwise requires:

- a) Words referring to the singular include the plural and vice versa.
- b) Clause headings are for reference only.
- c) Expressions referring to writing include references to words visibly represented, copied, or reproduced, including by email.

Constitution of the National Rifle Association of New Zealand (Inc)

- d) Reference to a person includes any other entity or association recognised by law and vice versa and any reference to a particular entity includes a reference to that entity's successors.
- e) A reference to any legislation includes any statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendments to, re-enactment of, or replacement of, that legislation.
- f) All periods of time or notice exclude the days on which they are given.

Notices

1.3 Subject to any other notice provision in this Constitution, any notice or other communication given under this Constitution must be in writing and will be given to:

- a) A Member to the address set out in their Contact Details;
- b) The National Rifle Association of New Zealand to secretary@nranz.org.nz or by post to The National Rifle Association of New Zealand's registered office set out on the Register of Incorporated Societies.

1.4 A notice is deemed to have been received:

- a) If given by post, when left at the address of a person or ten Business days after being put in the post; or
- b) If given by email, upon production of a physical copy of the email detailing the time and the date the email was sent (provided that the sender does not receive any "out of office" auto-reply or other indication of non-receipt),

Provided that any notice or communication received or deemed received after 5pm on a Working Day, or on a day which is not a Working Day, will be deemed not to have been received until the next Working Day.

2. DETAILS OF THE ASSOCIATION

- 2.1 The name of the Society will be; "The National Rifle Association Of New Zealand Incorporated". In these rules it will be referred to as; 'the Association'.
- 2.2 The registered office of the Association shall be 2 Fryberg Road. Trentham, Upper Hutt 5018, or such other place as the Association decides.

3. PURPOSE

The Purpose of the Association shall be:

- 3.1 To promote and develop the sport of target shooting in New Zealand;
- 3.2 To establish a national membership database and common affiliation;
- 3.3 To provide advice and information to Government and statutory bodies as required.
- 3.4 To promote safety, responsibility and proficiency in the care and handling of firearms.

4. POWERS

The Powers of the Association shall be:

The Association has, in the exercise of its purpose and affairs, all powers of a legal person as permitted by the laws of New Zealand.

5. MEMBERSHIP

- 5.1 **Member Clubs.** The membership of the Association shall consist of an organisation of clubs which have been or may be formed with objects consistent with those of the Association and which comply with the conditions which may be set by the Board from time to time. Such members shall be known as “member clubs”.
- 5.2 **Full Affiliates.** “Full affiliates” are those persons who are financial members of member clubs and who have paid their annual affiliation fees for full affiliation to the National Rifle Association of NZ. Full affiliates are not members of the National Rifle Association of New Zealand, and do not have individual voting rights at any AGM or special General Meeting but shall be entitled to all the benefits of the Association including (but not limited to) allocation of national grading, participation in shooting at all levels, and postal voting for election of Board delegates.
- 5.3 **Associate Affiliates.** “Associate affiliates” are persons accepted as such by member clubs and who have paid their annual affiliation fees for associate affiliation to the National Rifle Association of New Zealand. Associate affiliates are not members of the National Rifle Association of New Zealand, and do not have individual voting rights at any AGM or Special General Meeting but shall be entitled to the privileges of Full affiliates except that associate affiliates are:

Constitution of the National Rifle Association of New Zealand (Inc)

- 5.3.1 Not to participate in regional or national competition.
- 5.3.2 Not allocated a national grading.
- 5.3.3 Not permitted to vote in the annual postal vote for election of Board delegates or any Association national referendum.
- 5.3.4 Not eligible for selection to a national representative team.
- 5.4 **Supporters.** “Supporters” are persons accepted as such by the National Rifle Association of New Zealand, and who have paid their annual affiliation fees as a “supporter” to the Association. Supporters are not members of the Association and are not entitled to vote, or to the benefits extended to Full affiliates or Associate affiliates, but shall be entitled to;
 - 5.4.1 Show their support for the Association, and
 - 5.4.2 Receive communications that are sent to other affiliates of the Association.
- 5.5 An application to become a member Club, Full affiliate, Associate affiliate or Supporter (Application) must be in the form required by the Association. All applications will be decided by a Committee delegated by the Board who may accept or decline an application in its absolute discretion. A Club becomes a member when their application has been accepted and they have paid the required subscriptions and satisfied any other preconditions required by the Association. The Association shall keep a register of all Member Clubs, Full affiliates, Associate affiliates and Supporters, and keep such register up to date.
- 5.6 A Member Club consents to become a member by submitting their membership application to the Association in writing and paying their membership subscription.
- 5.7 A Member Club ceases to be a member;
 - a) On liquidation or dissolution of the Club or Body Corporate;
 - b) by giving notice to the association of their resignation;
 - c) if their membership is terminated under this Constitution
 - d) if their membership is terminated following a dispute resolution process or such other process set out or referred to in this constitution.
- 5.8 A Member Club, Full Affiliate or Associate Affiliate who ceases to be a member or ceases to be a Fully Affiliate or Associate Affiliate:
 - a) remains responsible to pay all their outstanding membership and other affiliation fees to the Association;
 - b) must return all property of the Association if required;

Constitution of the National Rifle Association of New Zealand (Inc)

- c) ceases to be entitled to any rights of a member or affiliate but continues to be bound by the obligations of that member or affiliate until those obligations have been discharged.

5.9 The Board may from time to time;

- a) Determine or amend the categories, conditions and criteria for membership, and;
- b) Amend or add further categories of membership.

5.10 **Honorary Life Membership.** Any person who has rendered valuable service to the Association may be elected, by a show of hands in a simple majority vote by all Full affiliates present at an AGM, to Honorary Life Membership following recommendation of the Board to the Annual General Meeting.

5.11 **Affiliation Of Kindred Organisations.** Kindred organisations are those organisations with objects similar to those of the Association and which have their own structure.

5.11.1 Kindred organisations shall be entitled, on application in writing and with the approval of the Board, to affiliate with the Association.

5.11.2 Kindred organisations shall be required to pay an administration fee which shall be set by the Board.

5.11.3 Kindred organisations will have no rights other than to allow its members to participate in competition organised by the Association or competitions conducted under the shooting rules and regulations of the Association.

5.11.4 Individual members of affiliated kindred organisations will have the right to affiliate to the Association and upon payment of the annual affiliation subscription to the Association such person shall be entitled to all the privileges of individual financial members of member clubs.

6. CONTACT PERSON

The secretary of the Association shall be contact person of the Association. The Secretary shall be appointed by the General Manager.

7. SUBSCRIPTIONS

- 7.1 Annual subscriptions payable to the Association will be set from time to time by Board and will be payable by member clubs in the form of an affiliation fee paid per Full affiliate and Associate affiliate who are members of that Club.
- 7.2 Associate affiliates may be included in the affiliated membership at a reduced fee as determined by Board.
- 7.3 Where a person is an affiliate of more than one club only one affiliation fee will be paid to the Association. In any competition conducted by the Association or under the rules of the Association competitors can only represent the club which has paid their affiliation fee.
- 7.4 Overseas competitors, entrants or visitors to New Zealand are required to affiliate to the Association prior to participation in competition in New Zealand. In this instance, the Board may elect to waive any affiliation fee.

For the avoidance of doubt, "Overseas competitors, entrants or visitors to New Zealand" shall include shooters travelling to New Zealand to compete in the NРАНZ National Championship matches, international, club or provincial competitions, but shall not include shooters who are members of an overseas Rifle Association who reside in New Zealand. Any such shooter shall be required to become a member of the association and pay the full NРАНZ affiliation fee in the same manner as all other Full affiliates of the Association.

8. ANNUAL AND SPECIAL GENERAL MEETINGS

- 8.1 Subject to Clause 8.1.1 not less than 21 days notice of any Annual or Special General Meeting shall be given in writing by the Secretary to all member clubs of the place and time of the meeting and of any business to be transacted.
 - 8.1.1 The Board may determine to allow a shorter notice period if the Board considers that the nature of the business to be considered by a Special General Meeting is urgent.
- 8.2 The Annual General Meeting of the Association shall be held during the annual championship meeting at such time and place as the Board shall determine. If for any reason no championship meeting is held in any one year the Annual General Meeting will be held at such time and place as the Board shall determine, being not more than six months following the end of the financial year. The business of the Annual General Meeting shall be:
 - 8.2.1 To receive and consider the President's Annual Report.

Constitution of the National Rifle Association of New Zealand (Inc)

- 8.2.2 To receive and approve the Treasurer's statement for the financial year ending August 31st preceding the meeting and a statement of assets and liabilities as of that date.
- 8.2.3 To elect the officers for the ensuing term, to take office on the first day of the month following the Annual General Meeting. Officers will be elected from those nominations which have been received according to these Rules. In the case where no nominations have been received for a specific office, nominations may be received from the floor.
- 8.2.4 To transact any other business which shall be duly submitted to the meeting and which complies with these rules.
- 8.3 All other general meetings of the Association shall be Special General Meetings and will be convened at any time by resolution of the Board or the Secretary will call a special general meeting on the requisition in writing of not less than seven member clubs stating the purpose of the meeting.
- 8.4 A quorum at any Annual General Meeting or Special General Meeting shall consist of two thirds of affiliated members as represented by their club delegate.
- 8.5 Each member club which has paid its subscription in full for the current year shall have the right to appoint one delegate who will speak and vote on their behalf. Should this delegate be other than the President of the club, the Secretary will be advised of the delegates name in writing prior to commencement of the meeting. This delegated person need not be from the same club but must be a Full affiliate member of the Association.
- 8.6 Full affiliates of each member club will have the right to attend any annual General Meeting or Special General Meeting of the Association but will have no vote and will not have the right to speak except with the consent of the chair.
- 8.7 Voting will be by a show of hands with each delegate present having one vote. However, the chair, or any delegate present, may call for a poll whereby each delegate's vote will be attributed the combined strength of the number of Full affiliates of their club. Club delegates must, in any poll, split their votes in accordance with the individual direction of their club's Full affiliates, casting some of their votes for and/or some against on any such matter to be decided by poll.
- 8.8 Full minutes shall be kept of all Special and Annual General Meetings.

9. OFFICERS OF THE ASSOCIATION

- 9.1 The office bearers of the Association shall consist of:
 - 9.1.1 Patron,

Constitution of the National Rifle Association of New Zealand (Inc)

- 9.1.2 Vice Patron,
 - 9.1.3 President,
 - 9.1.4 Deputy President,
 - 9.1.5 Honorary Treasurer,
 - 9.1.6 Secretary, and
 - 9.1.7 Scrutineers.
- 9.2 With the exception of the Secretary, who shall be appointed by the Management Group, all officers will be elected at the Annual General Meeting.
- 9.3 Three Scrutineers will be appointed, any two of whom must be present whilst ballot papers are counted.
- 9.4 Nominations for office bearers will be called for by the secretary not later than November 15th each year. Nominations received will be notified to member clubs not less than 21 days prior to the date of the Annual General Meeting.
- 9.5 The Board may, by resolution passed by a majority of its members, remove any office bearer from their position if, in the opinion of the Board:
- 9.5.1 The office bearer has engaged in conduct involving dishonesty, fraud, or misrepresentation in relation to the affairs of the organisation;
 - 9.5.2 The office bearer has been convicted of a criminal offence that, in the reasonable opinion of the Board, renders them unfit to hold office;
 - 9.5.3 The office bearer is, due to mental incapacity or other health-related reasons, unable to perform the duties of their office effectively or safely;
 - 9.5.4 The continued holding of office by the office bearer would be detrimental to the reputation, integrity, or effective functioning of the organisation.
- Prior to any such resolution, the office bearer shall be given reasonable notice of the proposed removal and an opportunity to respond to the allegations in writing or in person before the Board.

10. FINANCIAL MANAGEMENT AND REVIEW

- 10.1 Financial Year – The financial year of the Association shall end on the 31st day of August each year, or such other date as determined by the Board.
- 10.2 Financial Records – The Association shall keep proper accounting records that:

Constitution of the National Rifle Association of New Zealand (Inc)

- 10.2.1 Correctly record and explain its financial transactions;
- 10.2.2 Enable the preparation of financial statements that comply with applicable reporting standards;
- 10.2.3 Allow the financial position of the Association to be determined with reasonable accuracy at any time.
- 10.3 Financial Statements – Within 6 months of the end of each financial year, the Association shall prepare annual financial statements that:
 - 10.3.1 Comply with the reporting standards required under the Incorporated Societies Act 2022;
 - 10.3.2 Are dated and signed by at least two members of the Board;
 - 10.3.3 Are filed with the Registrar of Incorporated Societies.
- 10.4 Reporting Standards – The Association shall determine its reporting tier based on its operating payments and current assets, and comply with the applicable External Reporting Board (XRB) standards:
 - If classified as a “small society” under the Act, it may apply minimum standards.
 - Otherwise, it shall apply Tier 4 or higher XRB standards as required.
- 10.5 Audit or Review – The financial statements shall be audited or reviewed if required by:
 - 10.5.1 The Incorporated Societies Act 2022;
 - 10.5.2 The Charities Act 2005 (if applicable);
 - 10.5.3 A resolution of the Board or the Annual General Meeting.
- 10.6 Tax Compliance – The Association shall comply with all Inland Revenue requirements applicable to not-for profit sports organisations, including:
 - 10.6.1 Applying for and maintaining income tax exemption under section CW 46 of the Income Tax Act 2007, where eligible;
 - 10.6.2 Filing annual IR9 returns if not exempt;
 - 10.6.3 Ensuring that no funds are used for the private benefit of members or associated persons;
 - 10.6.4 Registering for and complying with GST and PAYE obligations where applicable.

Constitution of the National Rifle Association of New Zealand (Inc)

- 10.7 Appointment of Reviewer or Auditor – An Independent Financial Reviewer or Auditor shall be appointed at each Annual General Meeting, unless exempted under applicable legislation.

11. PRIVILEGE AND LIABILITY OF CLUBS

- 11.1 Each club which becomes a member of the Association shall pay an annual subscription. This subscription will consist of an affiliation fee for every affiliate of the member club and will be set by the Board.
- 11.2 Subscriptions will be payable by the 31st of October each year and any club which is six months in arrears shall cease to be a member of the Association but the Board may at its discretion reinstate such a club on payment of all amounts due.
- 11.3 Any member club who knowingly breaks the rules of this Association, or who knowingly permits their members to break the rules of this Association shall be liable to a fine of \$200.00 payable to the Association for each infringement.
- 11.4 The member clubs will have the right to jointly appoint eight delegates to the Board of the Association each year. These delegates shall be affiliated to the Association through a member club.
- 11.5 One delegate may be appointed by the clubs in each of the geographic regions as represented by the following regions:
- 11.5.1 Northern Region - Northland, Auckland, South Auckland, Bay of Plenty;
- 11.5.2 Central Region – Poverty Bay/Eastcoast, Hawkes Bay, Taranaki, Western Districts, Wairarapa;
- 11.5.3 Wellington Region - Wellington; and
- 11.5.4 Southern Region - Marlborough, Nelson, Westland, Canterbury, Otago, Southland.
- 11.6 The Secretary of the Association shall be advised in writing of the names and of the duration of office of each delegate no later than September 15th. The letter of advice will be signed by the secretaries of each of the district associations represented by the delegate, or by the secretary from a regional association set up to represent a group of district associations.
- 11.7 The term of office for regional delegates shall commence the first day of October.
- 11.8 Four delegates will be elected to the Board by postal vote of all Individual financial affiliates of member clubs.

Constitution of the National Rifle Association of New Zealand (Inc)

- 11.9 Each delegate will be elected for a period of two years, with two of the delegates being elected each year according to the schedule set out below:
- 11.9.1 Call for nominations by August 15th each year.
- 11.9.2 Nominations close September 30th.
- 11.9.3 Confidential voting papers posted out to all individual financial affiliates by November 15th. Each Full affiliate will be able to vote for two nominees on the ballot paper. and
- 11.9.4 Voting closes December 15th.
- 11.10 Votes will be counted by scrutineers appointed by the previous AGM, the two delegates with the highest number of votes being elected. Should it be the scrutineers' opinion that the intention of any voter is not clear, the vote shall be declared invalid.
- 11.11 The results of the confidential postal vote for delegates shall be announced at the ensuing AGM. No appeal or recount of votes will be permitted. A tied vote shall be resolved by a show of hands vote at the AGM.
- 11.12 The term of office for delegates elected by postal vote shall commence the first day of the month following the ensuing AGM.
- 11.13 Should a delegate resign or otherwise relinquish office prior to the completion of their term:
- 11.13.1 **Regional Delegate.** The Secretary of the Association shall be advised in writing of the name and of the term of office of the replacement delegate. The letter of advice will be signed by the secretaries of each of the district associations represented by the delegate, or by the secretary from a regional association set up to represent a group of district associations.
- 11.13.2 **Postal Vote Delegate.** The nominee with the next highest vote in the election will be appointed. Should there be no other nominees, the Board may, at their discretion, fill the position by appointment until such time as the next postal vote is held, or hold a special postal vote. In any case, the term for the new delegate will end according to the original schedule.

12. BOARD

- 12.1 The Board shall consist of the President, Deputy President, Treasurer, General Manager, Deputy General Manager and four delegates appointed by regions and the four delegates elected by popular vote.

Constitution of the National Rifle Association of New Zealand (Inc)

- 12.2 A delegate who is unable to attend a Board meeting may appoint an alternate who will have the same rights so long as the Secretary is advised in writing prior to the meeting.
- 12.3 A Board meeting will require at least 50% of its members to be present for a quorum.
- 12.4 The Board shall have all of the powers of the Association detailed in Rule 4 of this constitution.
- 12.4.1 In making, altering or rescinding shooting regulations and by-laws of the Association the Board shall:
- a) **Adoption Or Amendment Of Procedural By-Law.** The day to day operating procedures of the Association may be determined by the Board (including delegation to the Management Group) as and when necessary in accordance with normal meeting procedure. There shall be no need to follow any remit process for such matters.
 - b) **Adoption Or Amendment Of Shooting Rules And Regulations.** Changes to the shooting rules and regulations will only be made by the Board (except as provided by clause 12.4.1(c) hereunder) after following the established remit process of the Association.
 - c) **Adoption Or Amendment Of Shooting Rules And Regulations Without Referral To The Remit Process.** Changes to the Shooting Rules and Regulations which are in the opinion of the Board;
 - (i) Non-contentious and minor or technical in nature,
 - (ii) Urgent, or
 - (iii) Required for safety reasonsmay be determined by the Board as and when necessary, in accordance with normal meeting procedure.
- 12.5 Chair at Association meetings.
- 12.5.1 Any General Meetings and all Board Meetings will be chaired by either the President or Deputy President.
- 12.5.2 The Board will appoint a General Manager and a Deputy General Manager, one of whom will chair all meetings of the Management Group.
- 12.6 The Board will approve a three year management plan for the association which will be updated annually and which will be consistent with the objects of the

Constitution of the National Rifle Association of New Zealand (Inc)

Association and will be the direction to which the Management Group will manage the affairs of the Association.

- 12.7 The Board will appoint such of their members or Full affiliates as may be required to represent the Association on the executive of the NZ Shooting Federation.
- 12.8 The Board will conduct not less than two meetings per year, one of which will be held between January 1st and April 30th each year for the express purpose of approving the update to the management plan. Board meetings may be held in person or by agreement of a majority of Board members, by any other means of communication.
- 12.8.1 In addition to the meetings specified above, the General Manager may, in lieu of calling a formal meeting, seek the opinion of Board by:
- a) email,
 - b) conference telephone call, or
 - c) any other means of communication.
- 12.8.2 The General Manager shall act in accordance with the general views obtained provided such opinion is supported by the majority of delegates. Such action will be formally ratified at the next meeting of the Board.
- 12.9 District Association which represent clubs who are members of the association may send a representative to any Board meeting providing that the district association provides advice in writing to the Secretary. Such a representative will have no vote and will have the right to speak only with the consent of the chair except on specific matters before the meeting for which the secretary has received prior written advice that the representative wishes to address the meeting.
- 12.10 Each Board member will have one vote. The chairperson of the Board Meeting will have a casting vote which will, when required, be used to maintain the status quo.
- 12.11 Members of the Management Group shall be invited to attend Board meetings, take part in debate on any issue and may move matters for discussion.

13. DISPUTE RESOLUTION

13.1 Definitions

- 13.1.1 **Dispute** means a disagreement or conflict between the Association and/or its Associate Affiliates, Associates, Member Clubs or Officers in relation to specific allegations set out below.

Constitution of the National Rifle Association of New Zealand (Inc)

13.1.2 The disagreement or conflict may be between two or more of the following persons –

- a) Associate Affiliates.
- b) Affiliates.
- c) Member Clubs.
- d) the Association.
- e) Officers of the Association.

13.1.3 The disagreement or conflict relates to any of the following allegations –

- a) An Associate Affiliate, Associate, Member Club or an Officer has engaged in misconduct.
- b) An Associate Affiliate, Associate, Member Club or an Officer has breached, or is likely to breach, a duty under the Association's Constitution or bylaws or the Act.
- c) The Association has breached, or is likely to breach, a duty under the Association's Constitution or bylaws or the Act.
- d) An Associate Affiliate, Associate, Member Club or an Officer's rights or interests as an Associate Affiliate, Associate, Member Club or an Officer have been damaged, or Member Club's rights or interests generally have been damaged.
- e) An Associate Affiliate, Associate, Member Club or an Officer may make a complaint by giving to the Committee (or a complaints sub-committee) a notice in writing that –
 - (i) states that the Associate Affiliate, Associate, Member Club or an Officer is starting a procedure for resolving a dispute in accordance with the Association's Constitution; and
 - (ii) sets out the allegation(s) to which the dispute relates and whom the allegation or allegations is or are against; and
 - (iii) sets out any other information or allegations reasonably required by the Association.

13.1.4 **Dispute Procedure** means the procedure set out for resolving a Dispute set out in clauses 13.2.1 to 13.2.12

13.1.5 **Application of Other Legislation to a Dispute:** The disputes procedure will not apply to a dispute to the extent that other legislation requires the dispute to be dealt with in a different way. The Disputes Procedure will have no effect to the extent that it contravenes, or is inconsistent with, that

legislation. With the consent of both the Complainant and the Association in writing, the dispute may be dealt with using the Sport and Recreation Complaints and Mediation services provided by the Sport Integrity Commission under the Sport and Recreation Act 2023, in which case the Disputes Procedure set out in this clause shall have no further effect.

13.1.6 Application of Other Procedure Under this Constitution or in a Bylaw:

If a dispute is dealt with under this Constitution or Bylaw ("**Other Procedure**"), that Other Procedure applies to the exclusion of the Disputes Procedure. If any other part of the Other Procedure is inconsistent with the natural justice, that part will not apply, but the remainder of the Other Procedure will continue to apply together with the adjustments as determined by the Board in its discretion so that the Other Procedure is consistent with the rules of natural justice.

13.1.7 If the conduct, incident, event or issue does not meet the definition of a Dispute and is managed by any Other Procedure, that Other Procedure applies to the exclusion of the Dispute Procedure.

13.1.8 Application of the Dispute Procedure: If the dispute is not required by other legislation to be dealt with in a different way and it is not dealt with by any Other Procedure, the Dispute Procedure applies to the Dispute.

Disputes Procedure

13.2 Raising a complaint:

13.2.1 An Associate Affiliate, Affiliate, Member Club or an Officer may start the Disputes Procedure ("**a Complaint**") by giving notice, in writing, to the Committee (or a complaints sub-committee) setting out:

- a) the allegation to which the dispute relates and who the allegation is against; and
- b) any other information reasonably required by the Association.

13.2.2 The Association may make a complaint involving an allegation against an Associate Affiliate, Affiliate, Member Club or an Officer by giving notice to the person concerned setting out the allegation to which the Dispute relates.

13.2.3 The information given under subclause 13.2.1 or 13.2.2 must be sufficient to ensure that a person against whom the Complaint is made is a fairly advised of the allegation concerning them, with sufficient details given to enable that person to prepare a response.

Investigating and Determining Dispute

Constitution of the National Rifle Association of New Zealand (Inc)

13.2.4 The Association must, as soon as is reasonably practicable after receiving or becoming aware of a Complaint, ensure that the Dispute is investigated and determined.

13.2.5 Disputes must be dealt with under the Constitution in a fair, efficient, and effective manner and in accordance with the provisions of the Act.

Decision not to Proceed Further with Complaint

13.2.6 Despite the contents of the Dispute Procedure, the Association may decide not to proceed further with a complaint if –

- a) the complaint is trivial; or
- b) the complaint does not appear to disclose or involve any allegation of the following kind:
 - (i) any material misconduct; or
 - (ii) any material breach or likelihood of material breach of duty under this Constitution or the Act; or
 - (iii) any material damage to a Member's rights or interests or Members' rights or interests generally; or
- c) the complaint appears to be without foundation or there is no apparent evidence to support it; or
- d) the person who makes the Complaint has in insignificant interest in the matter; or
- e) the conduct, incident, event or issue giving rise to the Complaint has already been investigated and dealt with under this Constitution; or
- f) there has been an undue delay in making the Complaint; or
- g) the Complaint involves two Member Clubs who are members of an organisation ("Organisation X") which is also a member of the Association, and the Complaint has either been dealt with by Organisation X or is required to be, pursuant to the Dispute Resolution procedures of Organisation X.

The Association May Refer Complaint

13.2.7 The Association may refer a complaint to:

- a) A hearing body or person authorised, delegated, or appointed by the Board to hear and resolve Disputes, and includes an arbitral tribunal ("Hearing Body"); or

- b) a sub-committee or an external person to investigate and report; or
- c) any type of consensual dispute resolution with consent of all the parties to the Complaint.

Hearing Body and Standard of Proof

13.2.8 The Board may determine the composition, jurisdiction, functions, and procedures of, and any sanctions which can be imposed by any Hearing Body. Each Hearing Body has delegated authority by the Board to resolve, or assist to resolve, Complaints. The standard of proof is “on the balance of probabilities”.

Bias

13.2.9 A person shall not be part of a Hearing Body in relation to a Complaint if two or more members of the Board or a Hearing Body consider that there are reasonable grounds to believe that the person may not be:

- a) impartial; or
- b) able to consider the matter without a predetermined view.

Complainant's Right to be Heard

13.2.10 The Associate Affiliate, Affiliate, Member Club or Officer has a right to be heard before the Complaint is resolved or any outcome is determined. If the Association makes a complaint, the Association has a right to be heard before the Complaint is resolved or any outcome is determined, and a Board Member may exercise that right on behalf of the Association.

13.2.11 An Associate Affiliate, Affiliate, Member Club or Officer or Association must be taken to have been given the right if:

- a) the Associate Affiliate, Affiliate, Member Club or Officer or Association has a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
- b) an oral hearing is held if the Hearing Body considers that an oral hearing is needed to ensure an adequate hearing; and
- c) an oral hearing (if any) is held before the Hearing Body; and
- d) the Associate Affiliate, Affiliate, Member Club or Officer or Association's written statement or submissions, if any, are considered by the Hearing Body.

Appeals

13.2.12 There is no right of appeal or right of review of a decision by any Hearing Body unless specified or granted by that Hearing Body.

14. ALTERATION OF CONSTITUTION

- 14.1 The Constitution of the Association may be altered, added to or rescinded by a two thirds majority vote at any general meeting of which fourteen days notice of the place, date and business to be conducted has been given in writing to all members.
- 14.2 If an amendment would have no more than a minor effect or is to correct errors or make similar technical alterations, then those changes may be made by the Board in accordance with s31 of the Act.
- 14.3 No addition to, deletion from or alteration of this Constitution may be made which will allow personal pecuniary profits to any member or individuals.

15. SEAL

The seal of the Association shall be in the custody of the Secretary but shall not be fixed to any document except by order of the Board and in the presence of the Secretary and two Board members.

16. WINDING UP

- 16.1 The Board must give notice to all members at least 20 Working Days of a proposed motion:
- (a) to appoint a liquidator;
 - (b) to remove The Association from the Register of Incorporated Societies; or
 - (c) for the distribution of The Association's surplus assets.
- 16.2 The notice must comply with section 228 of the Act and include details of the General Meeting at which the proposed motion is to be considered.
- 16.3 Any resolution for a motion set out in clauses 16.1(a) to (c) must be passed by a Special Resolution of Members.

Constitution of the National Rifle Association of New Zealand (Inc)

- 16.4 The surplus assets of New Zealand Rifle Association, after the payment of all costs, debts and liabilities, must be disposed of to any other not-for-profit entity that shares similar purposes to New Zealand Rifle Association. That is not carried on for the private society, institution, association, organisation or trust that is not carried on for the private benefit of an individual and whose funds are applied entirely or mainly for benevolent, philanthropic, cultural, charitable, sporting or public purposes in NZ and whose rules require that on winding up, any surplus assets must be given to other not-for-profits within the meaning of section 5(3), Incorporated Societies Act.

17. MANAGEMENT GROUP

- 17.1 The Management Group shall consist of the General Manager, Deputy General Manager, Secretary and Treasurer.
- 17.2 The Management Group shall carry out all administrative functions of the Association, manage the activities of the Association according to the Management Plan and attend to such matters as may be delegated to it by Board. Specifically, but without limitation, the Management Group will:
- 17.2.1 Maintain the Seddon Range and all equipment to a satisfactory standard.
 - 17.2.2 Maintain the Association buildings.
 - 17.2.3 Run the annual championship meeting including the appointment of all administrative and range staff. and
 - 17.2.4 Administer the purchase of ammunition including supplies for resale to member clubs.
- 17.3 The Management Group may appoint Full or Associate affiliates to the Management Group to manage specific responsibilities such as:
- 17.3.1 National championship meeting;
 - 17.3.2 Publicity, communications, and sponsorship;
 - 17.3.3 Liaison with Police, Army, etc;
 - 17.3.4 Strategy - advising Board on strategic planning;
 - 17.3.5 Administration of membership;
 - 17.3.6 National range maintenance; and
 - 17.3.7 Manage a Calendar of Events for the Association.

Constitution of the National Rifle Association of New Zealand (Inc)

- 17.4 Not less than 14 days prior to making such an appointment, the Secretary shall advise the Board in writing that an appointment is to be made and the responsibilities the new committee member will have.

18. SELECTION COMMITTEE

- 18.1 The Board will appoint a Convener of Selectors and two National Selectors.
- 18.2 It shall be the responsibility of the selection committee to select representative teams from nominations received.
- 18.3 It shall be the responsibility of the convener of selectors to be available to attend meetings in support of NRA nominations to international events through the NZ Shooting Federation or OCGA.
- 18.4 It shall be the responsibility of individual selectors to ensure that suitable nominations are brought forward for selection.

19. GRADING COMMITTEE

A grading committee shall be appointed by the Board to adjudicate on grading objections received from any member club or individual financial member of a member club.

20. INDEMNITY

- 20.1 The Association will indemnify all officers, employees or other persons who may be acting for the Association on a voluntary basis ("volunteers") against any personal liability howsoever arising incurred while lawfully acting (or omitting to act) in his or her capacity as officer, employee or volunteer for the Association.
- 20.2 This indemnity shall be extended to former officers, employees or volunteers who would otherwise have been protected by this indemnity.
- 20.3 This indemnity shall not extend to any officer, employee or volunteer whose actions are dishonest, fraudulent or unlawful.

END