

# NZANLP Constitution (June 2017)

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## Index to clauses

1. Introduction
2. Objectives
3. I The powers of the Association
4. Membership
5. Admission and rejection of members
6. Resignation of members
7. Discipline and arbitration
8. S. Register of members
9. Membership of Management Committee
10. Vacancies on Management Committee
11. Functions of the Management Committee
12. Meetings of the Management Committee
13. Annual General Meeting or General Meetings
14. Bylaws
15. Alteration of rules
16. Common seal
17. Funds and accounts
18. Documents
19. Financial year
20. Division of Surplus Assets

## 1. Introduction

- 1.1. The name of the Organisation shall be the New Zealand Association of Neuro Linguistic Programming Incorporated. It will henceforth be referred to as "NZANLP" or "the Association".
- 1.2. NZANLP is a non-profit, professional organisation, united to foster communication and cooperation among its members, to develop models of positive human functioning, and to promote effective training in the use and understanding of Neuro-linguistic Programming (NLP) models and their ethical use.
- 1.3. NZANLP is committed to the support of personal choice and the enhancement of cooperation among all members of the society.

## **2. Objectives**

- 2.1. To promote effective NLP services that are consistent with responsibilities under the Treaty of Waitangi.
- 2.2. To create a high professional and community profile for NLP, and promote wide recognition of NLP.
- 2.3. To ensure members' NLP qualifications are widely respected, recognized and sought after.
- 2.4. To organize conferences, produce a newsletter, and in other ways provide a vehicle for the open exchange of ideas, materials and services in the NLP world.
- 2.5. To support research, development, and ongoing training in the NLP field.
- 2.6. To ensure NLP training and consulting is ethical and highly accessible.
- 2.7. To ensure the provision of appropriate professional backup and indemnity insurance for members who desire these.
- 2.8. To link into international and associated NLP networks.

## **3. The Powers of the Association**

- 3.1. To form an Association of Practitioners and associates of Neuro-Linguistic Programming.
- 3.2. To subscribe to, become a member of and cooperate with any other association, club or organisation, whether incorporated or not, whose objects are identical or in part similar to those of the Association provided that the Association shall not subscribe to or support with its funds any club, association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Association under rule 17(j).

- 3.3. In furtherance of the objects of the Association to buy, sell and deal in all kinds of articles, commodities and provisions both liquid and solid, for the members of the Association or persons frequenting the Associations premises.
- 3.4. To purchase, take on lease or in exchange, hire or otherwise acquire any lands, buildings, easements or property, real and personal, and any rights and privileges which may be requisite for the purpose of, or capable of being conveniently used in connection with, any of the objects of the Association: Provided that in case the Association shall take or hold any property which may be subject to any trusts the Association shall only deal with the same in such a manner as is allowed by law having regard to such trusts.
- 3.5. To enter into any arrangements with any Government or other Authority that are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association; to rights, privileges and concessions which the Association may think it desirable to obtain: and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- 3.6. To appoint, employ remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purposes of the Association.
- 3.7. To remunerate any person or body corporate for services rendered, or to be rendered, and whether by way of brokerage or otherwise in placing or assisting to place or guaranteeing the placing of any unsecured notes, debentures or other securities of the incorporated Association or promotion of the incorporated Association in the furtherance of its objects.
- 3.8. To construct improve, maintain, develop, work, manage, carry out, alter or control any houses, building, grounds works, or conveniences which may seem calculated directly or indirectly to advance the Associations interests, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, Management, carrying out, alteration or control thereof.

- 3.9. To invest and deal with the money of the Association not immediately required in such manner as may from time to time be thought fit.
- 3.10. To take, or otherwise acquire, and hold shares, debentures or other securities of any company or body corporate.
- 3.11. In furtherance of the objects of the Association to lend and advance money or give credit to any person or body corporate; to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or body corporate, and otherwise to assist any person or body corporate.
- 3.12. To borrow or raise money either alone or jointly with any other person or legal entity in such manner as may be thought proper and whether upon fluctuating advance account or overdraft or otherwise to represent or secure any moneys and further advances borrowed or to be borrowed alone or with others as afore said by notes secured or unsecured, debenture or debenture stock perpetual or otherwise, or by mortgage, charge, lien or other security upon the whole or any part of the incorporated associations property or assets present or future and to purchase, redeem or pay-off any such securities.
- 3.13. To draw, make, accept endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.
- 3.14. In furtherance of the objects of the Association to sell, improve manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Association.
- 3.15. To take or hold mortgages, liens or charges, to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of the Association's property of whatsoever kind sold by the Association, or any money due to the Association from purchasers or others.
- 3.16. To take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Associations but subject always to the provision herein.

- 3.17. To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association, in the shape of donations, annual subscriptions or otherwise.
- 3.18. To print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable for the promotion of its objects.
- 3.19. In furtherance of the objects of the Association to amalgamate with any one or more incorporated associations having objects altogether or in part similar to those of the Associations and which shall prohibit the distributions of its or their income and property among its or their members to an extent at least as great as that imposed upon the Association under or by virtue of rule 28 (10).
- 3.20. In furtherance of the objects of the Association to purchase or otherwise acquire and undertake all or any parts of the property, assets, liabilities and engagements of any one or more of the incorporated associations with which the Association is authorised to amalgamate.
- 3.21. In furtherance of the objects of the Association to transfer all or any parts of the property, assets liabilities and engagements of the Association to any one or more of the incorporated associations with which the Association is authorised to amalgamate.
- 3.22. To make donations for patriotic, charitable or community purposes.
- 3.23. To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association.

#### **4. Membership**

4.1. The basic requirements for membership in the Association are as follows:

- 4.1.1. Completion of a Membership application form.
- 4.1.2. Payment of annual dues, and meeting the minimum requirements for the class of membership applied for, as specified by the executive/Management Committee from time to time.
- 4.1.3. Acceptance by the applicant of the Constitution and Code of Ethics of the Association.
- 4.1.4. Approval by the Management Committee.
- 4.1.5. Annual dues and the structure of membership will be determined by the Management Committee.

#### **5. Admission and Rejection of Members**

5.1. At the next meeting of the Management Committee after the receipt of any application and the fee applicable for any class of membership, such application shall be considered by the Management, who shall thereupon determine upon the admission or rejection of the applicant.

5.2. Any applicant who receives unanimous agreement of the members of the Management Committee present at the meeting at which such application is being considered shall be accepted as a member to the class of membership applied for.

5.3. Upon the acceptance or rejection of an application for any class of membership the secretary shall forthwith give the applicant notice in writing of such acceptance or rejection.

#### **6. Resignation of Members**

6.1. Any member may resign his/her membership by giving to the secretary written notice to that effect and paying to the Association all fees, subscriptions, levies and other monies therefore due to the Association by such member, provided that such member is not the subject of any disciplinary action, in which case his/her resignation shall not take effect until the conclusion of the investigation or disciplinary action.

6.2. The resigning member shall return current certificates, and all property belonging to the Association.

6.3. Any member who remains un-financial three months after the end of the financial year will be deemed to have resigned unless adequate explanation has been received by the Management Committee.

## **7. Discipline and arbitration**

7.1. Disputes, complaints, discipline, suspension and expulsion will be dealt with as laid down in the NZANLP Complaints & Disciplinary Procedure 2008 and any subsequent amendments. (See Appendix 2).

## **8. Register of Members**

8.1. The Management Committee shall cause a register to be kept in which shall be entered the names and residential addresses of all persons admitted to membership of the Association and the dates of their admission. The register may be in electronic form.

8.2. Particulars of deaths, resignations, terminations and reinstatements of membership and any further particulars as the Management Committee or the members any general meeting may require from time to time shall also be entered into the register.

8.3. The register shall be open for inspection at all reasonable times by any member who previously applies to the secretary for such inspection. To respect the privacy choices of members and to comply with the Privacy Act 1993 the name and details of any member who has opted for exclusion from member networking lists will be removed from the register prior to such inspection.

**9. Membership of Management Committee**

9.1. The Management Committee of the Association shall consist of a President, Vice-President, Secretary, Treasurer, all of whom shall be members of the Association, plus up to 6 other members as the members of the Association at any general meeting may from time to time elect or appoint. Nominees for the position of President must have served on the Management Committee for at least the previous year, or have had previous NZANLP Committee experience.

9.2. At the annual general Meeting of the Association, all the members of the Management Committee for the time being shall retire from office, but shall be eligible upon nomination for re-election. If the retiring President has served in that office for the previous two years s/he will not be eligible for nomination as President.

9.3. The election of officers and other members of the Management Committee shall take place in the following manner:

9.3.1. Any two members of the Association shall be at liberty to nominate any other member to serve as an officer or other member of the Management Committee.

9.3.2. The nomination, which shall be in writing and signed by the member and his/her proposer and seconder, shall be lodged with the secretary prior to the AGM. The Management Committee will determine the length of time prior to the AGM by which time nominations must be received.

9.3.3. A list of the candidate's names in alphabetical order, with the proposers' and seconders' names, shall be placed in a conspicuous place in the venue of the AGM, during the AGM.

9.3.4. If the management Committee decides to use mail balloting, balloting lists shall be prepared containing the names of the candidates in alphabetical order, and each member present at the annual general meeting shall be entitled to vote for any number of such candidates not exceeding the number of vacancies.

9.3.5. Should, at the commencement of such meeting, there be an insufficient number of candidates nominated, nominations may be taken from the floor of the meeting.



9.4. The office of a member of the management committee shall become vacant:

- 9.4.1. Upon the member's decease.
- 9.4.2. If the member becomes bankrupt.
- 9.4.3. If the member is convicted of any offence in New Zealand or any other country. This being at the discretion of the Management Committee.
- 9.4.4. If the member becomes subject to a reception order under the Mental Health Act (1969) or a Protection Order under the Aged and Infirm Persons' Act (1912).
- 9.4.5. If the member resigned his or her membership in writing to the Secretary.
- 9.4.6. If any member of the Management Committee does not attend three (3) consecutive monthly meetings without good cause, ceases to be a member of the Management Committee.
- 9.4.7. If the member ceases to be a member of the Association.
- 9.4.8. If the member has a direct or indirect interest with any contract or proposed contract with the Association without prior notice to the Management Committee.

#### **10. Vacancies on Management Committee**

10.1. The Management Committee shall have power at any time to appoint any member of the Association to fill any casual vacancy on the Management Committee until the next annual general meeting.

10.2. The continuing members of the Management Committee may act notwithstanding any casual vacancy in the Management Committee, but if and so long as their number is reduced below the number fixed by or pursuant to these rules as the necessary quorum of the management Committee, the continuing member or members may act for the purpose of increasing the number of members of the Management Committee to that number or of summoning a general meeting of the Association, but for no other purpose.

**11. Functions of the Management Committee**

11.1. Except as otherwise provided by these rules and subject to resolutions of the members of the Association carried at any general meeting the Management Committee:

11.1.1. Shall have the general control and management of the administration of the affairs, property and funds of the Association, and

11.1.2. Shall have authority to interpret the meaning of these rules and any matter relating to the Association on which these rules are silent.

11.2. The Management Committee may exercise all the powers of the Association:

11.2.1. To borrow or raise or secure the payment of money in such manner as the members of the Association may think fit and secure the same or the payment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Association in any way and in particular by the issue of debentures, perpetual or otherwise charged upon all or any of the Associations property, both present and future, and to purchase, redeem or pay off any such securities.

11.2.2. To borrow money from members at a rate of interest not exceeding interest at the rate for the time being charged by bankers in New Zealand for overdrawn accounts on money lent, whether the term of the loan be short or long, and to mortgage or charge its property or any part thereof and to issue debentures and other securities, whether outright or as security for any debt, liability or obligation of the association, and to provide and pay off any such securities, and

11.2.3. To invest in such manner as the members of the Association may from time to time determine.

**12. Meetings of the Management Committee**

- 12.1. The Management Committee shall meet at least once every three months to exercise its functions. Likewise the Management Committee can hold Management Committee meetings via telephone conference provided that not less than two meetings per annum shall be held in person.
- 12.2. At every meeting of the Management Committee a minimum number of four (4), two (2) of whom are office holders, shall constitute a quorum.
- 12.3. A special meeting of the Management Committee shall be convened by the secretary on the requisition in writing signed by not less than one third of the members of the Management Committee, which requisition shall clearly state the reasons why such special meeting is being convened and the nature of the business to be transacted thereat.
- 12.4. Subject as previously provided in this rule, the Management Committee may meet together and regulate its proceedings as it thinks fit; Provided that questions arising at any meeting of the Management Committee shall be decided by a three quarters majority of votes.
- 12.5. A member of the Management Committee shall not vote in respect of any contract or proposed contract with the Association in which that person has a vested interest, or any matter arising there out and if that person does so vote that person's vote shall not be counted.
- 12.6. Not less than fourteen days' notice shall be given by the secretary to members of the Management Committee of any special meeting of the Management Committee. Such notice shall clearly state the nature of the business to be discussed thereat.
- 12.7. The President shall preside as Chairperson at every meeting of the Management Committee, or if there is no President, or if at any meeting the President is not present within ten minutes after the time appointed for holding the meeting, the Vice- President shall be Chairperson or if the Vice- President is not present at the meeting then the members may choose one of their number to be Chairperson of the meeting.
- 12.8. If within half an hour from the time appointed for the commencement of the Management Committee meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Management

Committee, shall lapse. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time of meeting, the meeting shall lapse.

- 12.9. The Management Committee may delegate any of its powers to a sub-Committee consisting of such members of the Association as the Management Committee thinks fit. Any sub-Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Management Committee.
- 12.10. A sub-Committee may elect a Chairperson of its meetings. If no such Chairperson is elected, or if at any meeting the Chairperson is not present within ten minutes after the time appointed for holding the meeting, the members present may choose one of their numbers to be Chairperson on the meeting.
- 12.11. A sub-Committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a three quarters majority of the members present.
- 12.12. All acts done by any meeting of the Management Committee or of a sub-Committee or by any person acting as a member of the Management Committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the Management Committee or person acting as aforesaid, or that the members of the Management Committee or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Management Committee.
- 12.13. A resolution in writing signed by all the members of the Management Committee for the time being entitled to receive notice of a meeting of the Management Committee shall be as valid as if it had been at a meeting of the Management Committee duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more members of the Management Committee.

### **13. Annual General Meeting or General Meetings**

- 13.1. The first general meeting shall be held at such time, not being less than one month nor more than three months after the incorporation of the Association, and at such place as the Management Committee may determine.
- 13.2. The Annual General Meeting shall be held within three months of the close of the financial year.
- 13.3. The business to be transacted at every annual general meeting shall be:
- 13.3.1. The receiving of the Management Committee's report and the statement of income and expenditure, assets and liabilities and mortgages, charges and securities affecting the property of the Association for the preceding financial year.
  - 13.3.2. The receiving of the auditor's report upon the books and accounts for the preceding financial year.
  - 13.3.3. The election of members of the Management Committee, and
  - 13.3.4. The appointment of an auditor.
  - 13.3.5. Decide upon any remits/resolutions, which have been submitted to the AGM.
- 13.4. The secretary shall convene a special general meeting:
- 13.4.1. When directed to do so by the management Committee, or
  - 13.4.2. On the requisition in writing signed by not less than one third of the members presently on the Management Committee or not less than the number of ordinary members of the Association, which equals double the number of members presently on the Management Committee, plus one. Such requisition shall clearly state the reasons why such special general meeting is being convened and the nature of the business to be transacted thereat, or

- 13.4.3. On being given a notice in writing of an intention to appeal against the Management Committee to reject an application for membership or to terminate the membership of any person.
- 13.5. At any general meeting the number of members required to constitute a quorum shall be double the numbers of members presently on the Management Committee plus one.
- 13.6. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. For the purposes of this rule "member" includes a person attending as a proxy or as representing a corporation, which is a member.
- 13.7. If within half an hour from the time appointed for the commencement of a general meeting a quorum is not present, the meeting if convened upon the requisition of members of the Management Committee or the Association shall lapse. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
- 13.8. The Chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- 13.9. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 13.10. The secretary shall convene all general meetings of the Association by giving not less than fourteen days' notice of any such meeting to the members of the Association.

13.11. The manner by which such notice shall be given shall be determined by the Management Committee: Provided that notice of any meeting convened for the purpose of hearing and determining the appeal of a member against the rejection or termination of his/her membership by the Management Committee, shall be given in writing. Notice of a general meeting shall clearly state the nature of the business to be discussed thereat.

13.12. Unless otherwise provided by these rules, at every general meeting:

13.12.1. The President shall preside as Chairperson, or if there is no President, or if s/he is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act the Vice-President shall be the Chairperson or if the Vice-President is not present or is unwilling to act then the members present shall elect one of their number to be Chairperson of the meeting.

13.12.2. The Chairperson shall maintain order and conduct the meeting in a proper and orderly manner.

13.12.3. Every question, matter or resolution shall be decided by a three quarters majority of votes of the members present.

13.12.4. Voting shall be by show of hands or a division of members, unless not less than one-fifth of the members present demand a ballot in which event there shall be a secret ballot- The Chairperson shall appoint two members to conduct the secret ballot in such manner as he shall determine and the result of the ballot as declared by the Chairperson shall be deemed to be the resolution of the meeting at which the ballot was demanded.

13.12.5. A member may vote in person or by proxy, and on a show of hands every person present who is a member or is a representative of a member shall have one vote and in a secret ballot every member present in person or by proxy or by duly authorised representative shall have one vote.

13.12.6. The instrument appointing a proxy shall be in writing, in the common or usual form under the hand of the appointer or of her/his attorney duly authorised in writing or, if the appointer is a

corporation, either under seal or under the hand of an officer duly authorised. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a secret ballot

13.13. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the form laid out in Appendix 1 or a form as near thereto as circumstances permit.

13.14. The instrument appointing a proxy shall be deposited with the secretary prior to the commencement of any meeting or adjourned meeting at which the person named in the instrument proposes to vote, and

13.15. The Secretary shall cause full and accurate minutes of all questions, matters, resolutions and other proceedings of every Management Committee meeting and general meeting to be entered in a book to be open for inspection at all reasonable times by any financial member who previously applies to the secretary for that inspection. For the purposes of ensuring the accuracy of the recording of such minutes, the minutes of every Management Committee meeting shall be signed by the Chairperson of that meeting verifying their accuracy. Similarly, the minutes of every general meeting shall be signed by the Chairperson of that meeting or the Chairperson of the next succeeding general meeting.

13.16. Provided that the minutes of an annual general meeting shall be signed by the Chairperson of that meeting or the Chairperson of the next succeeding general meeting or annual general meeting.

#### **14. By-laws**

14.1. The Management Committee may from time to time make, amend or repeal by-laws, not inconsistent with these rules, for the internal Management of the Association and any bylaw may be set aside by a general meeting of members.

#### **15. Alterations of Rules**

15.1. Subject to the provisions of the Incorporated Societies Act 1908 these rules may be amended, rescinded or added to from time to time by a special resolution carried at any general meeting: Provided that no such amendment, rescission or addition shall be valid unless the same has been



submitted to and approved by the Registrar of Incorporated Societies under the Incorporated Societies Act 1908.

## **16. Common Seal**

16.1. The Management Committee shall provide for a common seal and for its safe custody. The Common Seal shall only be used by the authority of the Management Committee and every instrument to which the seal is affixed shall be signed by a member of the Management Committee and shall be countersigned by the secretary or by a second member of the Management Committee or by some other person appointed by the Management Committee for the purpose.

## **17. Funds and Accounts**

17.1. The funds of the Association shall be banked in the name of the Association in such bank as the Management Committee may from time to time direct.

17.2. Proper books and accounts shall be kept and maintained either in written or printed form in the English language showing correctly the financial affairs of the Association and the particulars usually shown in books of like nature.

17.3. All monies shall be banked as soon as practicable after receipt thereof.

17.4. All amounts of twenty dollars or over shall be paid by cheque signed by any two of the president, secretary, treasurer or other member authorised from time to time by the Management Committee.

17.5. Cheques shall be crossed "not negotiable" except those in payment of wages, allowances or petty cash recouplements which may be open.

17.6. The Management Committee shall determine the amount of petty cash, which shall be kept on the imprest system.

17.7. All expenditure shall be approved or ratified as a Management Committee meeting.

17.8. As soon as practicable after the end of each financial year the treasurer shall cause to be prepared a statement containing particulars of:

17.8.1. The income and expenditure for the financial year just ended, and

17.8.2. The assets and liabilities and of all mortgages, charges and securities affecting the property of the Association at the close of that year.

17.9. All such statements shall be examined by the auditor who shall present his report upon such audit to the Secretary prior to the holding of the annual general meeting next following the financial year in respect of which such audit was made. At the annual general meeting the Management Committee shall present a budget for the coming fiscal year.

17.10. The income and property of the Association whencesoever derived shall be used and applied solely in promotion of its objects and in the exercise of its powers as set out herein and no portion thereof shall be distributed, paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or amongst the members of the Association provided that nothing herein contained shall prevent the payment in good faith of interest to any such member in respect of moneys advanced by him/her to the Association or otherwise owing by the Association to him/her or of remuneration to any officers or servants of the Association or to any member of the Association or other person in return for any services actually rendered to the Association provided further that nothing herein contained shall be construed so as to prevent the payment or repayment to any member of out of pocket expenses, money lent, reasonable and proper charges for goods hired by the Association or reasonable and proper rent for premises demised or let to the Association.

## **18. Documents**

18.1. The Management Committee shall provide for the safe custody of books, documents, instruments of title and securities of the Association.

## **19. Financial Year**

19.1. The financial year of the Association shall close on the 31st day of March in each year.

## **20. Division of Surplus Assets**

20.1. The division of surplus assets on winding up shall be made in accordance with section 27 of the Incorporated Societies Act 1908 or any legislation in substitute thereto.

20.2. In the event that the NZANLP needs to wind up, all assets, net of legitimate debts, that the monies are to be distributed to any other 'not for profit', or charitable organisation that provides services to the emotional and psychological well-being of people in New Zealand. No member of NZANLP is to personally benefit from the distribution of any assets on wind-up.

20.3. On a wind-up of the NZANLP the Management Committee will consult with existing members and take the decision on which organisation will benefit.

## **Appendices:**

Appendix I — Proxy form

Appendix 2 — NZANLP Complaints & Disciplinary Procedure 2008

New Zealand Association of Neuro Linguistic Programming

Proxy Form

This form must be presented to the Secretary prior to the commencement of the specified meeting or adjourned meeting

Please strike out anything that does not apply

I, the undersigned, acknowledge that I am a member of NZANLP and that the person designated below has the authority to vote for me at the Annual General / Special General Meeting to be held on \_\_\_\_\_ (date)

She / He may vote:

Tick one

- as they wish
as I designate herewith: For / Against

Name of Designated Voter: (please print)

Name of Absentee Voter (please print)

Membership Number of Absentee Voter: NZANLPM

Signature of Absentee voter:
Date:

## NZANLP Complaints & Disciplinary Procedure 2008

**This Complaints & Disciplinary Procedure has been adopted by the NZANLP ("the Association") and is binding on all Members.**

### 1. Complaints

1.1. A complaint maybe made about a Member of the Association by another Member or by the President of the Association on behalf of the Association or by anyone else who is directly affected by the professional conduct of the Member. Complaints against people who are not Members of the Association cannot be accepted under any circumstances.

1.2. Complaints must be made in writing to the President of the Association, citing specifically- the name of the Member being complained about (the Respondent'); which element of the NZANLP Code of Ethics and Code of Practice ("the Code) the Respondent has allegedly breached; providing details of how the alleged breach has disadvantaged the complainant indicating what other action, if any, that the complainant has taken to attempt to resolve the matter; and the redress sought.

1.3. Complaints must be lodged as prescribed in section 1.2 as soon as possible but, except in exceptional circumstances, within 90 calendar days beginning with the date on which the action alleged occurred or came to the notice of the complainant.

### 2. Handling of Complaints

2.1. The President of the Association must urgently consider the complaint, and if the complaint is accepted, must appoint an appropriate person to conduct an investigation into the complaint and report back to an Ethics Panel ("the Panel") which shall be separately convened by the Convener of the Ethics Committee (the Convener").

2.1.1. the person appointed to undertake the investigation into the complaint (the Investigator) should, ordinarily, be a qualified NLP Trainer. Where there is no NLP Trainer available the Investigator must be a qualified and experienced NLP Master Practitioner. The Investigator need not be a member of the NZANLP Committee (the Committee").

2.1.2. the Panel shall have the power to make the final and binding decision except where the Panel is recommending to the Committee the expulsion of the Respondent from membership of the Association. The Panel shall consist of no less than four Committee Members.

2.2. Immediately that the President decides to appoint an Investigator, he/she must advise the Complainant and the Respondent of the process that will be followed in investigating the complaint; who is investigating it; that the Ethics Panel (or in the case of expulsion, the NZANLP Committee) will be making the final decision. A copy of the complaints procedure and a copy of the complaint must also be provided.

2.3. The President must also consider what professional support is required in investigating the complaint. This is particularly relevant where the complaint is of a very serious nature, which could result in expulsion from the Association.

2.4. Where the complaint is of a very minor nature, they must still follow the above process- However, they may decide to follow a toned down approach. For example, they may elect to suggest to the Investigator that it may be appropriate to address the problem by way of a phone conversation with the complainant and the Respondent, in an attempt to find a mediated solution.

2.5. The President of the Association may reject any complaint without investigation where the conduct being complained of is, or has been, the subject of another grievance process (e.g., by the Human Rights Commission; by the Police; by the Ombudsman; or by the Health and Disabilities Commissioner, by any Court, or another authority legitimately able to investigate the complaint).

2.6. The President of the Association may also reject any complaint if, in their absolute discretion, they believe that the complaint is frivolous or vexatious.

### **3. The Investigation**

3.1. The investigation of a complaint must adhere to the principles of natural justice, and all information and documentation related to a complaint and the investigation shall be treated as confidential information, with the proviso that clause 5.3.2 of this Procedure shall apply, and with another proviso that the Investigator is able to include any information uncovered during the investigation in the report to the Panel.

3.2. The Investigator must contact the Complainant and seek further information or clarification about the complaint.

3.3. The Investigator must also write to the Respondent, provide information and seek a response to the complaint. Preferably a meeting should be arranged to hear any responses. However, a written response is acceptable if it is not practicable to meet. Where the complaint is of a very minor nature, a response could be sought from the Respondent by telephone conversation. However the Respondent must also be given the opportunity to present any further comments in writing, either personally or through a representative.

3.4. After considering the complaint and the response, consideration must be given to whether any other people need to be spoken to or any other information needs to be gathered. Where further information comes to light, it must be put to the Respondent for their comment.

3.5. Once the Respondent and the Complainant have been provided with sufficient opportunity to provide all relevant information, a written report must be prepared and provided to the Panel outlining the following:

3.5.1. the substance of the complaint;

- 3.5.2. who was spoken to in investigating the complaint;
- 3.5.3. any additional information that came to light;
- 3.5.4. the Respondent's response to the substance of the complaint;
- 3.5.5. the conclusions that the investigator has arrived at as a result of the entirety of the investigation;
- 3.5.6. the investigator's recommendations.

#### **4. Ethics Panel Process**

4.1. Upon receiving the report of the Investigator, a copy of the report must immediately be dispatched to the Respondent by the Convener with a letter pointing out that no decision has yet been made, and that the Investigator's report will be one of the matters taken into account when the decision is finally taken. The Respondent must be given a reasonable time within which to make a written submission to the Panel before consideration of the decision begins. The confidentiality requirements of clause 3.1 apply to all members of the panel in the same manner, with the same provisos as they applied to the Investigator.

4.2. Following consideration of the Investigator's report and any submission received from or on behalf of the Respondent, the Panel must determine if the evidence shows that the complaint has sufficient substance, on the balance of probabilities, to warrant a finding that the complaint be upheld.

4.2.1. Where the Panel determines that the complaint is not going to be upheld, the Convener shall notify the Respondent, the Complainant and the NZANLP President of that fact and the matter shall be ended there.

4.2.2. Where the Panel determines that the complaint is going to be upheld, it shall then decide what sanction is to be imposed. The sanctions that the Panel may impose are: a warning; a reprimand; a direction to cease certain actions; a direction to receive specified educative or training assistance; a direction to participate in a period of professional supervision.

4.3. In circumstances where the Panel determines that it will impose one of the allowable sanctions that shall be the outcome of the complaint. The Convener must inform the Complainant of the outcome.

4.4. Where the final sanction, that of the expulsion of the member from the Association, is the preferred option that option must be made as a recommendation to the full NZANLP Committee. Also, where the Respondent refuses to accept the Panel's imposition of a lesser sanction, that fact must be advised to the Committee.

**NZANLP Committee Process**

5.1 Upon receiving a recommendation from the Panel that the Respondent should be expelled from the Association, or upon receiving advice from the Panel that the Panel had imposed a sanction and the Respondent had refused to accept it, the Secretary (on behalf of the Committee) must immediately write to the Respondent informing of the advice received from the Panel and inviting the Respondent to make a written submission to the Committee as to why they should not be expelled from the Association.

5.2 The Respondent must be given a reasonable time within which to make a written submission to the Committee before consideration of the decision begins. The confidentiality requirements of clause 3.1 apply to all members of the Committee.

5.3 Following consideration of the Panel's recommendation or advice, along with any submission received from or on behalf of the Respondent, the Committee must determine if the evidence shows that the complaint has sufficient substance, on the balance of probabilities, to warrant the expulsion of the Respondent from membership of the Association.

5.3.1. Where the Panel determines that the Respondent is not going to be expelled, the Committee may instead impose any other sanction that was available to the panel, and that shall be the end of the matter.

5.3.2. Where the Panel determines that the Respondent is going to be expelled, it shall then implement that expulsion with immediate effect. Where a lesser sanction was imposed and the Respondent refused to accept it, the Committee shall likewise expel the Respondent from the Association.

5.4 Notwithstanding the confidentiality requirements of the Procedure, where the Committee considers it to be important in the public interest it may publish the details and the outcome of the complaint-

**General Misconduct by Members**

6.1 Notwithstanding any other section of this Procedure, where the conduct of a Member has been the subject of a decision of the High Court of New Zealand, the Committee may, with or without an investigation, make a decision regarding the Member's standing including summary expulsion from the Association where the circumstances warrant such serious action; such decision will be final and binding.