

CONSTITUTION OF MODEL FLYING NEW ZEALAND INCORPORATED
Draft for Consultation

1. NAME

The name of the Society is Model Flying New Zealand Incorporated (referred to as MFNZ)

2. REGISTERED OFFICE

2.1 The registered office of MFNZ is located at a place in New Zealand that is notified to the Registrar of Incorporated Societies.

2.2 Unless otherwise notified this location is the place of residence of the Secretary.

3. DEFINITIONS

Affiliate Members	Clubs and Associations that meet the requirements of 6.4.
AGM:	Annual General Meeting of Members.
Associations:	Groups of Members, formed at their own discretion, to engage in specified categories of model flying in two or more regions. There is no requirement for an Association to use the term 'association' in its name, and may use the term 'club'. Each Association is incorporated or unincorporated and has the functions specified in 5.3. Each Association is an Affiliate Member of MFNZ according to the provisions of 6.4.
CAA:	Civil Aviation Authority.
Clubs:	Groups of Members, formed at their own discretion, on a local or regional basis. Each Club may be incorporated or unincorporated, and has the functions specified in 5.2. Each Club is an Affiliate Member of MFNZ according to the provisions of 6.4.
Council:	A group of elected and appointed Members that provides governance and administration according to this Constitution.
Safety Officer:	The Council position that has oversight of compliance Functions 5.1 (f) and (h).
Large Model Certification:	The process that permits Members to fly aircraft in the weight ranges that require certification to be flown under CAA Part 101 and CAA Part 102. The process is referred to as the 'Scheme'.
Majority vote:	A voting decision made on a particular resolution in which more than half the votes cast favour the proposal.
Members:	The persons specified in 6.
Model aircraft:	This term includes any aircraft that complies with CAA Part 101, and any aircraft that is eligible to be flown according to MFNZ authorisation under CAA Part 102.
Model flying:	The activities undertaken by Members as they prepare model aircraft for flight and fly model aircraft.
Model flying competitions:	Model aircraft flying in which Members compete in New Zealand according to rules.

Model flying sites:	Specified areas of land or water, and the associated and designated airspace in which model aircraft are permitted to fly, all of which is secured and operated in accordance with CAA regulations, other relevant statutes, and MFNZ rules.
Mutual Services Agreement:	A written agreement between two parties whereby each party agrees to provide specified services to the other.
Officer:	In MFNZ, any Club, and any Association: a person holding the position of President or Vice President or Secretary or Treasurer.
Postal votes:	Votes sent by Members to the Secretary in advance, by mail or email, regarding motions to be considered at an AGM or SGM of MFNZ.
Proxy votes:	Votes given in advance to Members who attend an AGM or SGM of MFNZ by other Members who do not attend that meeting. These votes are counted as though the giver is present at the meeting.
RPAs:	A remotely piloted aerial system, as defined by CAA. These aircraft are commonly referred to as drones.
Recreational:	Non-commercial, not-for-profit.
Safety management processes:	The safety rules, codes of conduct, and processes that are established by MFNZ for safe model flying by Members.
SGM:	Special General Meeting of Members.
SIGs:	Special Interest Groups, established by Council on behalf of all Members, such that each is responsible for a specified category of competition model flying according to the functions as specified in 5.4.
Sport model flying:	Flying model aircraft non-competitively in New Zealand.
Terms:	A period of time referred to in the Bylaws.
Written notice:	Communication by any or all of post, email, website posting, and publication.

4. PURPOSE OF MFNZ

The purpose of MFNZ is to enable, secure, and promote recreational model flying for the mutual benefit of Members, within the provisions of regulations specified by CAA and other authorities or relevant statutes.

5. FUNCTIONS OF MFNZ

MFNZ fulfils this Purpose through the joint functions of its Council, SIGs, and the Affiliate Member Clubs and Associations, as follows:

5.1 Functions of Council

- (a) Establish and maintain the strategic direction of MFNZ according to its Purpose, the current and future needs of Members, and the need to adjust to changes in the environment for model flying. This function is performed in consultation with Clubs, Associations, and SIGs.
- (b) Prepare and implement an Annual MFNZ Operations Plan and Budget each year.
- (c) Maintain current oversight of all Operations of MFNZ and act on any matters that require attention, in accordance with this Constitution and all current Bylaws.

- (d) Establish and maintaining a Register of Risks and the means adopted for mitigating these risks.
- (e) Ensure appropriate insurance cover for MFNZ risks that can be mitigated in this way.
- (f) Liaise with CAA with regard to compliance of MFNZ operations with Parts 101 and 102.
- (g) Maintain a register of model flying sites that comply with the requirements of both CAA and relevant Territorial Authorities.
- (h) Establish and maintain MFNZ standards and rules for health and safety that comply with statutory requirements and also meet any additional needs that are identified by Clubs, Associations, and SIGs.
- (i) Ensure that Members have the opportunity to understand and adhere to the standards and rules specified in and arising from (d) and (f).
- (j) Establish and maintain a proficiency scheme for Members who are operators of specified categories of remotely piloted model aircraft.
- (k) Support and assist Clubs, as and when requested, as they acquire and retain model flying sites.
- (l) Establish and maintain cost-effective insurance for Members specified in 6.1(a) – (h) with respect to third-party property damage incurred while model flying.
- (m) Enter into Mutual Services Agreements with the Clubs and Associations that are Affiliate Members (see 7.12). These Agreements include provisions for administering the Membership procedures specified in 6.2 and 6.3. These provisions are mandatory for Clubs and optional for Associations.
- (n) Publish a magazine for the benefit of Members and for use in (m).
- (o) Oversee the functions of the SIGs.
- (p) Undertake public promotion of model flying and MFNZ.
- (q) Establish and maintain memberships and liaisons with New Zealand aviation organisations that have the ability to assist and support model flying.
- (r) Establish and maintain liaison and appropriate working relationships with international and offshore organisations that govern and promote model flying competitions that are either international or take place in offshore countries.

5.2 Functions of Clubs

The following are the usual and normal functions of Clubs. As an Affiliate Member of MFNZ, the required functions of each Club are (a), (b), (c), (d), and (e):

- (a) Undertake Membership procedures on behalf of Council as specified in 6.2 and 6.3.
- (b) Voluntarily supply other services to the Council and receive services from the Council according to a Mutual Services Agreement, as specified in 7.13.
- (c) Secure and retain model flying site(s) that comply with the requirements of CAA and relevant Territorial Authorities, and provide to Council the information pertaining to this site(s) that it requires to maintain a Register of Model Flying Sites.
- (d) Operate compliant model flying site(s).
- (e) Enable and guide Members to comply with safety management processes for model aircraft and model flying established by the Council and – additionally – by the Club itself.
- (f) Conduct its own model flying operations.
- (g) Conduct proficiency testing for Members by implementing the provisions of 5.1(j).
- (h) Voluntarily host sport model flying events organised by Associations.
- (i) Voluntarily host model flying competitions conducted by SIGs.

5.3 Functions of Associations

With regard to its Affiliate Membership of MFNZ, the functions of each Association are to:

- (a) Provide for the specialised model flying needs of its members.
- (b) Enable and guide its members to comply with safety management processes for model aircraft and model flying established by MFNZ and – additionally – by the Association.
- (c) Establishing arrangements with flying site operators and conducting sport flying events at these sites.
- (d) At its discretion, function as a Club regarding 5.2 (a) and (b).
- (e) Voluntarily supply of services to the Council and receive services from the Council according to a Mutual Services Agreement, as specified in 7.13.

5.4 Functions of SIGs

Each SIG is established by Council. It has a Committee that is elected by the Members interested in the SIG and operates according to a Bylaw. The functions of the Committee of each SIG are to:

- (a) Maintain access to the SIG for all Members of MFNZ.
- (b) Maintain a register of names, mail addresses and/or email addresses of all Members who attend an AGM or SGM of the SIG, or who enter a competition conducted by the SIG Committee, or who wish to register their interest in participating in the voting processes of the SIG. These MFNZ Members are referred to as Members of the SIG, and receive direct communications from the SIG Committee.
- (c) Establish and maintain rules for competition in its specified category of model flying, in accordance with the wishes of the Members of the SIG, and through procedures and voting processes specified in a Bylaw.
- (d) Conduct model flying competitions at regional level and at the MFNZ National Championships.
- (e) Promote and encourage the interest of Members in the SIG's category of model flying competition.

6. MEMBERSHIP

6.1 Categories of Membership

The categories of Membership of MFNZ are:

- (a) **Senior Member:** a person 18 years of age or over on 1 April in the current year of registration. Senior Members have voting rights, receive all MFNZ publications and notices, and are eligible to participate in all MFNZ events and activities. Senior Members pay fees according to a resolution of the preceding AGM.
- (b) **Junior Member:** a person younger than 18 years of age on the 1 April in the current year of registration. Junior Members have no voting rights, but receive all MFNZ publications and notices, and are eligible to participate in all MFNZ events and activities. Junior Members pay fees according to a resolution of the preceding AGM.
- (c) **Family Membership:** includes at least one Senior Member and may include any number of Junior Members. The spouse/partner and dependant family of a Senior Member do not receive any of the Association's publications and notices and have

no voting rights but are eligible to participate in all MFNZ events and activities. Family Members pay fees according to a resolution of the preceding AGM.

- (d) **Life Member:** a person who has been nominated by a Senior Member for this honour on the grounds that they have provided special services or support MFNZ, and who receives a supportive vote of at least 75 percent of those present and entitled to vote at an Annual General Meeting. Life Members have the rights of Senior Members but pay no fees.
- (e) **Temporary Member:** a person who is an international visitor or a prospective new Member who wishes to try model flying. Such a person has membership for up to 30 continuous days, and this is not renewable. Temporary Members have no voting rights but are eligible to participate in all MFNZ events and activities for which they are qualified according to bylaws about proficiency and safety. Temporary Members pay no fees.
- (f) **Honorary Member:** a person appointed by the Council for a period not exceeding 12 months, with membership terminating at the next Annual General Meeting. Honorary Membership provides a mechanism to provide short-term membership to a person who is, or has been, of service to MFNZ. The maximum number of Honorary Members at any one time cannot exceed ten. An Honorary Member has no voting rights but receives MFNZ publications and is eligible to participate in all MFNZ events and activities, but pays no fees.
- (g) **Affiliate Member Clubs:** A Club that qualifies to be an Affiliate Member of MFNZ by commitment in writing to undertake the functions listed in 5.2. Affiliate Member Clubs do not pay fees.
- (h) **Affiliate Member Associations:** An Association that qualifies to be an Affiliate Member of MFNZ by commitment in writing to undertake the functions listed in 5.3. Affiliate Member Associations do not pay fees.

6.2 Member Admissions and Renewals (except Affiliate Members)

- (a) To become a Member, an applicant joins a Club or Association then, through this Club or Association, completes an application form (on paper or electronically) to join MFNZ, supplies any other information the Council requires, and pays the required fees.
- (b) The Council has the right to interview any applicant.
- (c) The Council has discretion to accept or reject any application. The Council advises each applicant of its decision, through the Club or Association.
- (d) Annual renewals of Memberships through payment of fees are undertaken through Clubs and Associations, as established by 5.2(a), and according to procedures advised by Council.

6.3 Cessation of Membership (except Affiliate Members)

- (a) A Member resigns by giving written notice to the MFNZ Secretary through the Club or Association that arranged the last payment of fees.
- (b) Membership is terminated if the specified subscription is not paid by the date set by the Council. After that date, the Member is not released from the obligation to pay any sums due, but has no Membership rights.
- (c) Council may withdraw Membership as an outcome of a complaints procedure conducted according to (11).

6.4 Admission, Continuation and Cessation of Affiliate Memberships

- (a) Any Club wishing to be an Affiliate Club Member specifies to the Council its commitments to undertaking functions that are listed in 5.2. Clubs committing to at least 5.2 (a), (b), (c), (e), and (g) are declared Affiliate Club Members.
- (b) Any Association wishing to be an Affiliate Association Member specifies to the Council its commitments to undertaking functions that are listed in 5.3. Associations committing to at least 5.3 (a) and (b) are declared Affiliate Association Members.
- (c) Affiliate Members pay no fees.
- (d) Each Affiliate Membership remains until the Club or Association either resigns from its membership, or it is wound up or dissolves, or Council withdraws its membership as an outcome of a complaints procedure conducted according to (11).

6.5 Register of Members and Affiliate Members

- (a) The Secretary keeps a Register of Members which contains the names, the postal and email addresses and telephone numbers of all Members, and the dates at which they became Members.
- (b) If a Member's contact details change, the Secretary is advised through the Club that acts on behalf of that Member.
- (c) Members have access to their personal data held on the Register of Members provided that this access does not transgress any Statute.
- (d) The Secretary keeps a Register of Affiliate Members, which includes up-to-date information names and contact details for the Officers of each Club and Association. This Register also contains the statements of the commitments made according to 6.4(a) or (b).

6.6 Obligations of Members

- (a) Members are required to operate within this Constitution and the Bylaws established by Council, which include the requirements of CAA Parts 101 and 102.
- (b) Members do nothing that brings MFNZ into disrepute.

7. COUNCIL

7.1 Council Members

The Council has the following positions:

- (a) Officers: President, Vice President, Secretary, Treasurer
- (b) Five Club Group Representatives – one for each of Five Club Groups. Each Club Group is defined in a Bylaw such that the Affiliate Clubs in each Group are as geographically contiguous as possible and also such that the aggregate number of Members in the Clubs of each Group is approximately the same for all Groups.
- (c) One Representative of Associations
- (d) Manager of SIGs
- (e) Manager of Large Model Certification

The appointees to these positions are all Members who have voting rights.

7.2 Functions of Council Positions

Each holder of a position on Council is responsible for the functions indicated. Each holder may transfer work on aspects of functions to other holders, but the designated holder remains responsible for its execution.

(a) The functions of the **President** are:

- i. Providing leadership of MFNZ
- ii. Convening and Chairing Meetings of the Council
- iii. Chairing Annual and Special General Meetings of Members
- iv. Maintaining a clear and soundly-based strategic direction for MFNZ (Function 5.1 (a))
- v. Ensuring adequacy of the performance of the Council in all its functions
- vi. Providing a report on the current state and the outlook for MFNZ at each Annual General Meeting
- vii. Preparing an Annual MFNZ Operations Plan and, collaborating with the Treasurer to ensure preparation of an Annual MFNZ Budget based on this Plan (Function 5.1 (b)), and presenting both to each Annual General Meeting.
- viii. Undertaking the CAA-liaison Function 5.1 (f) and ensuring the requirements for compliance that arise from it.
- ix. Undertaking the liaisons and other duties associated with 5.1(q).

(b) The functions of the **Vice President** are:

- i. Deputising when the President is unavailable for any or all of the functions specified in 7.2(a)
- ii. Advising the President on any matters deemed to be relevant
- iii. Personal oversight of the programmes for proficiency testing for Members who are operators of specified categories of remotely piloted model aircraft (Function 5.1 (j)).
- iv. Personal oversight of compliance Functions 5.1(h) and (i), thereby serving as the MFNZ Safety Officer.
- v. Support the President in execution of strategic Function 5.1 (a) and annual operational planning Function 5.1 (b).
- vi. Contributing to meetings of the Council.

(c) The functions of the **Secretary** are:

- i. Recording the minutes of Meetings of the Council and Meetings of Members
- ii. Maintaining a Register of Members, Affiliate Member Clubs, and Affiliate Member Associations
- iii. Maintaining a Register of model flying sites
- iv. Establishing and maintaining the Register of Risks specified in 5.1(d)
- v. Establish and review regularly the MFNZ insurance coverage specified in 5.1(e)
- vi. Review regularly the Members' insurance coverage specified in 5.1(l)
- vii. Holding MFNZ's records, documents, and books except those required for the Treasurer's function
- viii. Receiving and replying to correspondence as required by the Council of Management

- ix. Arranging the processes of nominations and voting required by this Constitution
- x. Forwarding the Annual Financial Statements of MFNZ to the Registrar of Incorporated Societies upon their approval by the Members at an Annual General Meeting
- xi. Advising the Registrar of Incorporated Societies of any relevant rule changes
- xii. Contributing to meetings of the Council of Management.

(d) The functions of the **Treasurer** are:

- i. Keeping proper accounting records of MFNZ's financial transactions, to allow its financial position to be readily ascertained at any time, through use of Generally Accepted Accounting Practices (GAAP)
- ii. Providing financial information to the Council as and when requested
- iii. Preparing Annual MFNZ Financial Statements for presentation at each Annual General Meeting
- iv. Preparing the Annual MFNZ Budget that represents the financial implications of the Annual MFNZ Operations Plan prepared by the President
- v. Contributing to meetings of the Council.

(e) The functions of each **Club Group Representative** are:

- i. Liaising with all Clubs in their Group frequently for the purpose of making the Council aware of each Club's concerns and suggestions, and discussing with each Club any matters specified by the Council
- ii. Negotiating an initial Mutual Services Agreement (7.13) with each Club in their Group, and undertaking subsequent renegotiations if requested
- iii. Subject to requests being received by Clubs in their Group, facilitating joint actions by Clubs regarding flying sites in the Group
- iv. Representing the Clubs in the Group to facilitate appropriate actions by the Council
- v. Contributing to meetings of the Council.

(f) The functions of the **Representative of Associations** are:

- i. Liaising with all Associations frequently for the purpose of making the Council aware of each Association's concerns and suggestions, and discussing with each Association any matters specified by the Council
- ii. Representing the Associations to facilitate appropriate actions by the Council
- iii. Contributing to meetings of the Council.

(g) The functions of the **Manager of SIGs** are:

- i. Liaising with all SIGs for the purpose of making the Council aware of each SIG's concerns and suggestions, and discussing with each SIG any matters specified by the Council

- ii. Ensuring that each SIG undertakes the functions specified in 5.4, according to a Bylaw.
- iii. Undertaking all duties associated with 5.1(r).
- iv. Organising participation of Members in international model flying events, in collaboration with the relevant SIGs
- v. Ensuring that the venues and infrastructure for the annual National Championships are properly arranged and that a Nationals Manager is appointed and works effectively
- vi. Contributing to meetings of the Council.

(h) The functions of the **Manager of Large Model Certification** are:

- i. Managing the MFNZ Large Model Certification Scheme, including the maintenance of all Large Model Registers and other documentation that is required to meet the requirements of CAA Parts 101 and 102
- ii. Liaising with CAA as necessary
- iii. Maintaining and developing the Scheme
- iv. Making the Council aware of matters deemed to be of interest or concern to it
- v. Contributing to meetings of the Council.

7.3 Council Appointment Procedures

- (a) The Manager of Large Model Certification is appointed by the Council for a specified period, which may be extended.
- (b) All other members are elected for one year and are eligible for re-election if nominated.
- (c) In the event of there being only one nominee for any elected position, there is no election for that position and that person is declared elected.
- (d) There are separate nomination and election procedures for Officers, Club Group Representatives, the Representative of Associations, and the Manager of SIGs, as specified in 7.4, 7.5, 7.6 and 7.7.

7.4 Appointment of Officers

- (a) Each candidate for an Officer position is nominated and seconded by two Officers of an Affiliate Member Club after internal and independent processes of the Club that engage its Members in specifying the person to be nominated.
- (b) The election for each Officer position is by majority vote of Members who are eligible to vote.
- (c) Voting is conducted according to a Bylaw which requires that
 - i. The identity of nominees and descriptive information about them is made available to all Members at least 28 days before the voting period begins.
 - ii. The voting period is 28 days
 - iii. The result of the election is declared 14 days before the date of the AGM in that year
- (d) Votes are cast in processes organised by each Affiliate Member Club (and those Affiliate Member Associations that choose to operate as Clubs according to 6.2)

such that votes are recorded only by Members who have subscribed to MFNZ through that Club or Association by 30 June in the year in which voting takes place.

- (e) The President of each Club and Association specified in (d) ensures that the number of votes cast for each nominee is returned to the Secretary, according to procedures specified in the Bylaw.

7.5 Appointment of Club Group Representatives

- (a) Each candidate for a Club Group Representative position is nominated for only one position.
- (b) Candidates for each Group are nominated by the President of any Affiliate Member Club in that Group and seconded by the President of another Affiliate Member Club in that Group.
- (c) The election for each Club Group Representative position is by majority vote of Members who are eligible to vote and who are currently subscribed to MFNZ through an Affiliate Member Club in the Group.
- (d) Voting is conducted according to a Bylaw which requires that
 - i. The identity of nominees and descriptive information about them is made available to all Members at least 28 days before the voting period begins.
 - ii. The voting period is 28 days
 - iii. The result of the election is declared 14 days before the date of the AGM in that year
- (e) Votes are cast in processes organised by each Affiliate Member Club in the Group such that votes are recorded only by Members who have subscribed to MFNZ through that Club by 30 June in the year in which voting takes place.
- (f) The President of each Club specified in (e) ensures that the number of votes cast for each nominee is returned to the Secretary, according to procedures specified in the Bylaw.

7.6 Appointment of the Representative of Associations

- (a) Each candidate is nominated and seconded by two Officers of an Association.
- (b) Elections are conducted by mail/email procedures, as specified by a Bylaw.
- (c) The persons eligible to vote are the Presidents of the Associations.

7.7 Appointment of the Manager of SIGs

- (a) It is the collective responsibility of the Chairs of all SIGs to ensure that a Manager of SIGs is appointed.
- (b) Each candidate is nominated by the Chair of one of the SIG Committees and seconded by the Chair of another SIG Committee.
- (c) The election is conducted by mail/email procedures as specified in a Bylaw
- (d) The persons eligible to vote are the Chairs of all SIG Committees.
- (e) The result of the election is declared 14 days before the date of the AGM in the year of election, and there is a voting period of 28 days.

7.8 Cessation of Membership of Council

A Member of Council ceases to hold his/her position when any of the following occurs:

- (a) Resignation by written notice to the Secretary.

- (b) Absence from three consecutive meetings of the Council without leave of absence from the President.
- (c) Dismissal resulting from a complaints or grievances procedure, as specified in 11.
- (d) Do not receive nomination for re-election.
- (e) Defeat in a vote for election.

A person who ceases to be a member returns forthwith to the Secretary all Council documents and property that they hold.

7.9 Vacancies between Annual Election Cycles

- (a) If any Officer position except President, becomes vacant between Annual Election Cycles, the replacement is elected according to 7.4, except that the provisions of 7.4(b)i. do not apply.
- (b) If any Club Group Representative position becomes vacant between Annual Election Cycles, the replacement is elected according to 7.5, except that the provisions of 7.5(c)i. do not apply.
- (c) If a vacancy occurs in the position of President, this is filled automatically by the Vice President.

7.10 Council Meetings

Meetings of the Council are conducted as follows:

- (a) Meetings are held face to face, via video or telephone conference, or other formats as may be decided.
- (b) Any meeting requires the attendance of at least six members.
- (c) If present at a meeting, the President chairs it. If the President is absent, the Vice President chairs it. If both are absent, the members present appoint a chair person.
- (d) Decisions are by majority vote of members who are present. In the event of a tied vote, the matter is considered further until a clear majority favours a decision.
- (e) Subject to this Constitution, Council meetings are conducted in accordance with standard practice.
- (f) The chair person may adjourn the meeting at any time.
- (g) Any Member may attend any meeting of Council unless excluded by resolution of Council, which is not enacted unreasonably. When attending, Members have speaking rights only if invited by the chair person.

7.11 Financial and Asset Management

The financial year of the Council ends on 31 March. The Council:

- (a) Prepares Annual Financial Statements for presentation to Members at least 14 days before the Annual General Meeting at which they will be considered.
- (b) Prepares Annual Business Plans and Budgets for Council's operations, including proposal of Membership fees, for presentation to Members at least 14 days before the Annual General Meeting at which they will be considered.
- (c) Borrows money and provides security, subject to the provisions of 7.14, if this is authorised by a majority vote of those present at any General Meeting of Members.
- (d) Has any authority a trustee might exercise.
- (e) Has authority to invest as a trustee invests.
- (f) Maintains its property in a proper state of repair.

- (g) May use money and other assets only if it is for a function of the Council, is not for the sole personal or individual benefit of any Member, and the use has been approved by either the Council or by majority vote at an AGM or SGM.

The Secretary pays accounts according to authorities and procedures specified by the Treasurer.

7.12 Assurance of Financial Statements

- (a) The Council appoints an accountant (the 'Reviewer') to review its Annual Financial Statements, with the aim of providing a report that nothing has caused the Reviewer to believe that the financial information is not presented in accordance with the accounting policies of the Council. The Reviewer is a suitably qualified person and is not a member or employee of the Council. If the Council appoints a Reviewer who is unable to act, a substitute Reviewer is appointed.
- (b) The Council provides the Reviewer with access to:
- i. All information of which it is aware that is relevant to the preparation of the financial statements such as records, documentation and other matters,
 - ii. Further information that the reviewer may request from the Council for the purpose of the review; and
 - iii. Reasonable access to persons within the Council from whom the Reviewer determines it necessary to obtain evidence.

7.13 Mutual Services Agreements with Clubs and Associations

The Council enters into voluntary Mutual Services Agreements with individual Affiliate Member Clubs and Associations. Each Agreement is for a term of one year and the term extends automatically at each anniversary for a further year unless one of the parties requests renegotiation. Each Mutual Services Agreement specifies:

- (a) The services that the Council wishes to receive from the Club or Association, and which the Club or Association undertakes to provide. These services include those required by 6.2(d).
- (b) The services that the Council undertakes to provide to the Club or Association.

Completion of a Mutual Services Agreement cannot be withheld unreasonably by the Council or any Club.

7.14 Approval of Exposure to Liabilities

Any transaction related to the borrowing of funds, providing any form of security, or entering into any other arrangement that consequentially imposes a material liability (statutory or otherwise) on MFNZ is authorised only by a majority vote of Members present at an AGM or SGM.

Execution of such a document or arrangement without such ratification is in breach of this Constitution, and the document or arrangement is not binding.

7.15 Bylaws

The Council may from time-to-time introduce, amend or remove Bylaws, provided that these are within the scope of this Constitution and the laws of New Zealand. All draft Bylaws are circulated to Clubs, Associations, and SIGs for comment before adoption. When adopted, Bylaws are binding on Members.

All current Bylaws are posted on the MFNZ website and copies are available from the

Secretary.

7.16 Other Duties and Authorities of Council

The Council:

- (a) Deals with any matter not provided for in this Constitution and reports the matter and action to Members forthwith.
- (b) May establish a committee to examine and report on any subject that pertains to the Functions of the Council. Any such committee is appointed for a specific period to complete a specific task and its report is provided in writing.
- (c) May establish standing committees that are responsible to Council for continuing activities within the scope of this Constitution.
- (d) May employ or contract people.
- (e) May make reciprocal agreements with overseas clubs and associations and is authorised to approve regulations for reciprocal agreements with them.

8. General Meetings of Members

8.1 Procedures

- (a) A Meeting of Members is either an Annual General Meeting (AGM) or a Special General Meeting (SGM).
- (b) The AGM is held once every year in June or July. The Council determines the date and location of the AGM.
- (c) An SGM is called by the Council on its own initiative or when the Secretary receives a written request signed by at least 50 Senior Members from at least 2 Clubs.
- (d) The Secretary gives all Members at least 14 days Written Notice, by any means, of the business to be conducted at any Meeting of Members.
- (e) For AGMs the Secretary provides to all Members 14 days before the meeting:
 - i. The Minutes of the last AGM and any SGMs held since that AGM
 - ii. The Annual Financial Statements
 - iii. The President's report on the current state of MFNZ and the outlook for it, including reference to its strategic direction
 - iv. The Annual Business Plan and Budget for the ensuing operating year, including proposal of Membership Fees
 - v. Notices of Motion with explanatory notes and recommendations.

If the Secretary has sent a notice to all Members in good faith, the Meeting and its business are not invalid on the grounds that one or more Members did not receive the notice.

- (f) All Members may attend and vote at AGMs and SGMs.
- (g) No Meeting of Members may be held unless at least 5% of eligible Members attend or are represented by proxies.
- (h) If present at a Meeting of Members, the President chairs it. If the President is absent, the Vice President chairs it. If both are absent, the Members present appoint a chair person.
- (i) The chair adjourns the meeting if necessary.
- (j) On any matter on which a vote is taken, decisions are determined by majority vote. The chairperson determines whether the vote is by the voices of those present, or by show of hands plus postal votes and proxy votes, or by secret ballot plus postal votes and proxy votes. If any Member demands a secret ballot before a vote by voices or show of hands has begun, voting is by secret ballot.

- (k) The business of an AGM includes consideration of the documents listed in (e), ratification of each appointment to Council by prior election or the nominees being unopposed, and general business.
- (l) Any Member is eligible to request that a motion be presented to and voted on at a particular General Meeting, by giving written notice to the Secretary at least 28 days before that meeting. The Member may also provide information in support of the motion.

8.2 Adjournment of Meetings of Members

- (a) If a quorum is not present within 30 minutes after the time appointed for a meeting, it is adjourned to a day, time and place determined by the President, and if at an adjourned meeting a quorum is not present the meeting is dissolved without further adjournments.
- (b) The chair of any AGM or SGM may, with the consent of a majority of those present, adjourn the meeting to a specified time and place.
- (c) No business is transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

9. Changes in the Constitution

- (a) This Constitution may be amended or replaced only by a mail/email vote of all Members that results in approval of a proposal by a two-thirds majority of those Members who are both eligible to vote and cast votes.
- (b) The voting specified in (a) is valid only if the total votes cast exceed 5% of Members and are cast by Members from more than one Club.
- (c) The voting procedure is specified in a Bylaw which must include provisions for publication of the proposed change, the reasons for it, and a voting form in print and on the MFNZ website at least 60 days before voting closes. The Bylaw also states the ways in which votes may be sent to the Secretary by mail or email.
- (d) When a change in the Constitution is approved, the change takes effect when the change is accepted by the Registrar of Incorporated Societies.

10. Common Seal

The Council provides a Common Seal for MFNZ. The Secretary has custody of the Common Seal, which is used only by the authority of the Council. Every document to which the Common Seal is affixed is signed by the President or Vice President and countersigned by another member of the Council.

11. Complaints and Grievances

MFNZ has procedures for resolution of grievances and complaints. These procedures are implemented by the Council.

The Council investigates a complaint or grievance, according to this Constitution, as soon as is reasonably practicable after receiving it.

All complaints and grievances are dealt with in a fair, efficient, and effective manner.

The procedures are specified in the document 'Rules: Complaints and Grievances', according to the following provisions:

Complaints

There are two categories of complaint:

- (a) Complaints issued by Council concerning alleged misconduct of a Member (or Members), or a Club (or Clubs), or an Association (or Associations). Those accused of

misconduct have the right to receive in writing a complete statement of the complaint, reasonable time to prepare statements of defence, and opportunity to present this defence orally before an independent arbitrator who is not a member of Council and who is selected on the basis of knowledge of the subject area of the complaint. The accused may elect to provide a written response to the arbitrator in addition to or instead of an oral response.

An oral hearing is held if the arbitrator considers that it is needed to ensure a fair and just process. In reaching a decision, the arbitrator considers the oral hearing (if any), the written statements submitted by Council, and the written statements and/or submissions made by the accused.

Any costs incurred by consideration of a complaint are met by MFNZ.

- (b) Complaints issued by a Member or Members concerning alleged misconduct of another Member or Members. These complaints may be dismissed by Council on the grounds that the issues are trivial, or no material misconduct is disclosed by the complaint, or the complaint appears to be without foundation, or the complainant(s) has an insignificant interest in the matter, or the issue has already been investigated and dealt with.

If the complaint proceeds, the Member(s) accused of misconduct have rights to receive in writing complete statements of the complaint, reasonable time to prepare statements of defence, and opportunity to present this defence before a decision-making panel that comprises two members of Council and a third person who is not a member of Council and who is selected on the basis of their knowledge of the subject-area of the complaint. A person nominated to a Panel cannot continue if the other two members of the panel consider that there are reasonable grounds to believe that the person may not be impartial, or may not be able to consider the matter without a predetermined view.

The accused Member(s) may elect to provide a written response to the panel in addition to or instead of an oral response.

An oral hearing is held if the panel considers that an oral hearing is needed to ensure adequate consideration of the complaint. In reaching a decision, the panel considers the oral hearing (if any), the written statements submitted by the complainants, and the written statements and/or submissions made by the accused Member(s).

When a Complaint is upheld, a penalty may be exacted on the accused by the arbitrator or panel. The penalty does not exceed dismissal from membership of MFNZ, and those dismissed may apply for reinstatement of membership after the interval specified in Bylaw 'Rules: Complaints and Grievances'.

Grievances

Grievances are made in writing by a Member (or Members), or a Club (or Clubs), or an Association (or Associations) alleging misconduct by Council that has damaged the rights or interests of the complainants, or the rights or interests of all Members generally.

All such grievances are heard by an independent arbitrator who is not a member of Council and who is selected on the basis of knowledge of the subject area of the grievance matter. The Council has the right to offer a defence.

An oral hearing is held if the arbitrator considers that this is needed to ensure adequate consideration of the grievance. In reaching a decision, the arbitrator considers the oral

hearing (if any), the written statements submitted by the complainants alleging misconduct by the Council, and the defence offered by the Council.

When a grievance is upheld, the arbitrator specifies the remedy, which is binding on Council. Any costs incurred by consideration of a grievance are met by MFNZ.

12. Winding Up

MFNZ is wound up if a majority of Members entitled to vote at an AGM or SGM approve a resolution for liquidation of the Council's affairs, followed by confirmation by a majority of Members entitled to vote at a subsequent SGM called for that purpose, to be held no earlier than 30 days after the resolution was passed.

In the process of winding up, first priority is payment of the Council's accounts payable, debts, and liabilities.

Any residual assets may be disposed of by resolution or according to the provisions in the Incorporated Societies Act, being distributed to a charitable organisation within New Zealand, preferably an organisation with a demonstrated interest in aviation. No distribution is made to any Member;