



**CONSTITUTION**  
of the  
Mount Cheeseman Ski Club  
Incorporated

2025

## CONSTITUTION OF THE MOUNT CHEESEMANSKI CLUB INCORPORATED

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## CONSTITUTION OF THE MOUNT CHEESEMANSKI CLUB INCORPORATED

### 1. NAME

The name of the Club shall be:

**Mount Cheeseman Ski Club Incorporated**

### 2. INTERPRETATION

In this Constitution unless a contrary intention appears:

**“Act”** means the Incorporated Societies Act 2022.

**“Attendance”** means a member may be present in person or using any real-time audio, audiovisual or electronic communication that gives each member a reasonable opportunity to participate.

**“Club”** means “Mount Cheeseman Ski Club Incorporated”.

**“Club Year”** means the financial year of the Club which shall be the calendar year (i.e. 1 January to 31 December).

**“Committee”** means the Management Committee for the elected term under Clause 12 of this Constitution.

**“Employee”** shall have the meaning conferred on it by Section 6 of the Employment Relations Act 2000 or any future enactment that may be adopted in its stead.

**“General Meeting”** may be an Annual General Meeting of members held once a year or a Special General Meeting for members called for a specific purpose or purposes.

**“In writing”** means representing or reproducing words, figures, or symbols in a visible and tangible form and medium. For example hand-written, typed (word processor), electronic (email).

**“Levy”** means a charge on members for any project recommended by the Committee and approved at a General Meeting.

**“Registrar”** means the office of the Incorporated Societies.

**“Resolution”** means a resolution passed by the majority of those present and voting at any General or Committee Meeting.

**“Special Resolution”** means a resolution passed by a two-thirds majority of those present and voting at any General or Committee Meeting.

Words importing only the masculine or feminine gender include the other gender and words importing singular number shall include the plural and vice versa.

### 3. REGISTERED OFFICE

The Registered Office of the Club shall be at such a place as the Committee shall from time to time determine by Resolution. Changes to the Club’s Registered Office must be notified to the Registrar at least five (5) clear working days before the change is due to take effect.

#### 4. OBJECTS The objects of the Club shall be:

To foster an appreciation for the alpine environment by encouraging participation in recreational activities, sports, education, and community engagement. This includes:

- a) Encouraging and fostering alpine sports and recreation.
- b) Encouraging and promoting fellowship amongst members and their families.
- c) Taking a role in furthering outdoor educational opportunities for the greater community, where it complements the Club's activities.
- d) Promoting the year-round use of the Club's facilities.
- e) Protecting the native flora, fauna, natural features and scenic beauty of the areas within which the Club operates.
- f) Encouraging the well-being and fitness of members.
- g) Doing all things conducive or incidental to the attainment of the above objects.

The Club shall not be carried on for the financial gain of any of its members.

Membership of the Club does not confer on any member any right, title, or interest either legal or equitable, in the property of the Club.

#### 5. MEMBERSHIP

- (a) Applications for membership shall be in writing in such form as prescribed by the Committee.
- (b) Membership shall commence after acceptance of the application by Special Resolution of the Committee and payment of subscriptions, fees and levies due.
- (c) The Committee may reject any application without stating a reason.
- (d) The above clauses (a)-(c) shall not apply to Provisional Membership as set out in Clause 6 (i) below.
- (e) An application for membership and its acceptance shall be deemed to be the consent on the part of the applicant to become a member.

#### 6. CLASSES OF MEMBERSHIP

Members shall comprise the following classes:

- (a) Adult: Those who are eighteen years and over at the commencement of the Club year and who do not fit within the definition of "Student" or "Senior" contained in sub-clause 6(d) and (e) hereof.
- (b) Youth: Those who at the commencement of the Club Year are aged from 11 to 17 years inclusive. Youth members shall have the right to use the amenities and facilities provided by the Club except as determined by the Committee.
- (c) Child: Those who at the commencement of the Club Year are 10 years of age and under. Child members shall be exempt from the payment of subscriptions.
- (d) Student: Those who at the commencement of the Club year have attained the age of eighteen years and who provide proof of their full-time enrolment.
- (e) Senior: Those who at the commencement of the Club Year are aged 65 years or over. These Senior members will pay the subscription as set for Student members.
- (f) Life: Those elected at any General Meeting, following a recommendation of the Committee, in recognition of exceptional services rendered in the furtherance of the objects of the Club. Life members shall be exempt from the payment of subscriptions, fees and levies.
- (g) Long Service: Those who prior to 1 January 2007 have held Adult membership for 21 (twenty one) years or more, which need not be consecutive, and have had their written application to transfer to Long Service membership approved by the Committee. This group includes people who prior to 22 November 1981 may have elected to have a Fully Paid Status and not

paid any subscription. All Long Service members will pay a subscription equal to 50% of the Youth rate. All other services are at Adult member rates.

- (h) Non-Active: Those who, wish to withdraw from Adult, Senior, Student or Youth membership, have had a written request for transfer approved by the Committee. A Non-Active member shall have no rights except to transfer back to active membership on written request to the Committee accompanied by the payment of any subscriptions, fees and levies due.
- (i) Provisional Membership: This class of membership shall apply to those persons who are 18 years and over, who other than Non-Active members are not otherwise members of the Club, but are making use of the facilities of the Club at the Mount Cheeseman Ski Area. Provisional Membership shall be valid for a limited period not exceeding one month, and may be subject to a membership fee, to be included in the cost of the Provisional member's lift ticket, annual or other pass, or accommodation package. Provisional members shall be required to adhere to the rules and other requirements of the Club, the Mt Cheeseman ski area and its management, but shall not enjoy any of the rights and privileges of membership that apply to the other classes of membership also listed in Clause 6. Clauses 7-10 inclusive below shall not apply to Provisional members.

## 7. DUTIES OF MEMBERS

Members shall:

- (a) Pay subscriptions, fees or levies by the due date.
- (b) Have respect for the institution of the Club and show respect and goodwill to other members.
- (c) Respect and preserve the flora, fauna, tracks, roads and generally all features and property both real and personal in alpine regions or wherever the Club operates.
- (d) Notify any change of address and other contact details.
- (e) Consent to and be bound by this Constitution.

## 8. NOTICE TO MEMBERS

Every notice required to be given by this Constitution shall be deemed to have been given if sent to the last address notified to the Club. Delivery may be by hand, post, email or other form of electronic communication.

## 9. TERMINATION OF MEMBERSHIP

- (a) Any member may resign from membership by giving notice in writing to that effect before the Annual General Meeting and such notice shall take effect at the commencement of the Annual General Meeting.
- (b) A reminder shall be sent to those members who have not paid their subscriptions, fees or levies on or before the due date. If payment is not received within one month of the reminder, then the Committee may at its discretion, by Special Resolution, remove the defaulters from membership.
- (c) The Committee may suspend the membership or expel from membership any member who having been subject to a Dispute Process under Clause 26 of this Constitution and have been found guilty of conduct which the Committee in its absolute discretion considers serious and not to have been in the interests of the Club.
- (d) A member shall cease to be a member of the Club on death.
- (e) Ceasing to be a member for any reason shall not of itself excuse liability for any subscriptions, fees or levies due, or any other outstanding debt.

## 10. MEETINGS OF MEMBERS

- (a) The Annual General Meeting of the Club shall be held not later than 31 March in each year, the actual day to be determined by the Committee. Notice calling for nominations and any

Notice of Motion shall be given at least 28 (twenty-eight) clear days prior to the date of the meeting. The annual report and audited or reviewed financial statements shall be submitted to the Meeting, which shall also elect members of the Committee and appointment of an Auditor, Patron and Honorary Solicitor. The meeting may consider any other general business of the Club.

- (b) Notices of Motion to be submitted to a General Meeting must be given in writing and be signed by both the mover and seconder of the motion. Such notice must be delivered to the Registered Office of the Club or to the Club Administrator by close of business at least 21 (twenty-one) clear days before the date on which the meeting is to be held.
- (c) Notice of the business to be transacted at Annual and Special General Meetings of the Club shall be given to each member by circular or electronic means at least 7 (seven) clear days before the date of the meeting and shall state clearly the nature of the business.
- (d) A Special General Meeting of the Club shall be called:
  - (i) by the Committee on its own initiative, or
  - (ii) at the written requisition of 20 (twenty) members delivered to the Registered Office of the Club or to the Club Administrator. Any such requisition shall set out the business proposed to be transacted. Should the Committee not give notice of a Special General Meeting to be held within 28 (twenty-eight) clear days of the receipt of the requisition then the members making the requisition may themselves call the meeting.
- (e) A quorum for a General Meeting shall be 20 (twenty) members or 15% of the current financial membership whichever is less, who are eligible to vote. Eligible members are Adult, Senior, Student, Life or Long Service members.
- (f) At any General Meeting all Life, Long Service, Senior, Adult and Student members who are present shall have one vote each.
- (g) At any Meeting the Chair shall have a casting vote in addition to a deliberative vote.

## 11. PATRON

The Patron shall be appointed at each Annual General Meeting on the recommendation of the Committee. The Patron shall not have any duties.

## 12. THE COMMITTEE

- (a) The responsibility for the management of the activities of the Club and its property shall be vested in the Committee which shall consist of the President, Immediate Past President, one Vice President, Treasurer, 5 (five) other elected members and up to 3 (three) members co-opted in terms of Clause 12(c).
- (b) With the exception of the Immediate Past President and subject to Clause 18 the members of the Committee shall be elected for a term of one year at the Annual General Meeting.
- (c) The Committee shall have the power to co-opt by Special Resolution, up to 3 (three) members to the Committee in addition to the number elected at the Annual Meeting.
- (d) Members nominated for election shall come from among those entitled to vote in terms of Clause 10(f) at any General Meeting of the Club.

Nominations for election to the Committee shall be in writing and be signed by the proposed, seconder and the nominee, and shall be delivered to the Registered Office of the Club or to the Club Administrator by close of business at least 21 (twenty-one) clear days before the Annual General Meeting.
- (e) No more than two employees, while so employed, shall hold any elective office in the Club.
- (f) The Immediate Past President shall be a member of the Committee for two years immediately following retirement from the office of President, after which they may either elect to retire, or, if agreed by the Committee, remain in the post for a further period at the discretion of the Committee. This shall always be subject to the proviso that whenever an

incumbent President leaves office, having been succeeded by the next President, the then Immediate Past President, if still holding such office, shall vacate that position.

- (g) When a conflict of interest exists or might exist with a Committee member and his or her duty to the Club, that person must not take part in deliberations or proceedings including decision-making in relation to the matter for which he or she has the conflict of interest. The officer must not be counted in the quorum required for decision-making on the matter for which he or she has the conflict of interest.

### 13. DUTIES AND POWERS OF THE COMMITTEE

The Committee shall have the responsibility and the authority to do all things (subject to such limitations and restrictions as may be prescribed by this Constitution) as are necessary to carry out the objects of the Club, and in particular to:

- (a) Manage and control the affairs and property of the Club.
- (b) Raise finance and invest funds.
- (c) Set subscriptions and fees and the due date for payment thereof.
- (d) Set charges for the use of Club facilities.
- (e) Determine policies for safety wherever the Club operates.
- (f) In its absolute discretion either appoint a member of committee or appoint a Club Administrator as a non-executive appointment and as provided under Clause 20 hereof under such terms and conditions as the Committee see fit.
- (g) Maintain a register of members, constructed in such a manner to include the members' name, date on which they became a member, key contact details, class of membership, whether they are financial or non-financial and record compliance with work party obligations or any other obligation a member may from time to time owe to the to the Club under this Constitution.

### 14. COMMITTEE PROCEEDINGS

- (a) The Committee shall meet together and despatch its business at such time and in such manner as it shall think fit. At any meeting more than half the Committee members shall form a quorum.
- (b) Each Committee member shall be given at least 7 (seven) clear days written notice of Committee meetings.
- (c) A meeting of the Committee may be called by the President or by the Club Administrator on receipt of a written requisition from at least 2 (two) other members of the Committee.
- (d) Each member of the Committee shall have one vote and the Chair may have a casting vote in addition to a deliberative vote.

### 15. SUB COMMITTEES

The Committee may from time to time appoint Sub-committees with such duties and powers as it may deem expedient for the purpose of carrying out the object of the Club, provided that the convenor of any such Sub-committee shall be a member of the Committee.

### 16. AUDITOR

- (a) The Club shall at its Annual General Meeting appoint either an Auditor or Assurance Practitioner who shall be a Chartered Accountant but need not necessarily be a member.
- (b) The Auditor or Assurance Practitioner shall report to members at the Annual General Meeting in the form of an audit or review. The engagement will be governed by the appropriate engagement standards issued by the New Zealand Institute of Chartered Accountants and may express a qualified opinion as specified under the relevant engagement standards.

- (b) The Auditor or Assurance Practitioner shall have right of access to the accounting records of the Club and also have access to Committee members at reasonable times.
- (c) The Committee may approve an honorarium.

#### 17. DUTIES OF COMMITTEE MEMBERS

- (a) The President shall be responsible for planning for the achievement of the objects of the Club and shall, at the first meeting of the Committee after the Annual General Meeting, assign particular duties and areas of responsibility to Committee members in consultation and with the approval of the Committee. The President shall be entitled to be Chair at all Committee meetings of the Club, but if absent or unwilling to act as Chair, the meeting shall elect its own Chair.
- (b) The Treasurer shall be responsible for the Club's finances as directed by the Committee, and shall ensure that proper accounting systems are maintained. The Treasurer shall provide reports on the financial position of the Club as may be required by the Committee and shall furnish audited or reviewed financial statements at each Annual General Meeting.

#### 18. VACANCIES

- (a) The holder of any elective office may be removed from office by a Special Resolution at a General Meeting called wholly or partly for the purpose.
- (b) Any member of the Committee who shall be absent from 3 (three) consecutive meetings of the Committee, without leave of absence, may, by Special Resolution of the Committee, be relieved of office.
- (c) Any member of the Committee having been the respondent under the disputes process convened in accordance with this Constitution (Clause 25) may be required to stand down from the Committee as a consequence.
- (d) Any office, including that of Auditor, becoming vacant for any reason, may be filled by the Committee appointing an eligible person to hold the office for the balance of the term.

#### 19. CLUB ADMINISTRATOR-AND RESPONSIBILITIES

- (a) The Club Administrator shall be appointed by the Committee. The candidate need not necessarily be a member of the Club.
- (b) The Club Administrator or a person who has a delegated duty of the Club Administrator may be a paid employee or not, at the discretion of the Committee.
- (c) The Club Administrator shall be responsible for:
  - (i) Recording in the Minutes business transacted at all Committee meetings.
  - (ii) The maintenance of a register of members, their addresses and a record of membership and Club service as set out in Clause 13(g).
  - (iii) Manage the day-to-day financial transactions of the Club.
  - (iv) Custody of the Minutes and register of members.
  - (v) Keeping copies of all correspondence and documents.
  - (vi) Carrying out such additional duties and responsibilities as shall be determined by the Committee.
- (d) Any one or more of the responsibilities set out in Clause 19(c) may be delegated to another person with the approval of the Committee.

#### 20. FINANCES

- (a) Funds of the Club shall be held in a Club bank account or accounts at such bank or banks as the Committee may from time to time determine, such accounts to be operated on by any 2 (two) of the following: President, Club Administrator, Treasurer and any 1 (one) Committee member. Any part of these funds may, if the Committee so determines, be invested



elsewhere in a manner provided by the “Trusts Act 2019” or any Act amending or replacing the same or in any other investment authorised by a resolution of the Committee.

- (b) The Committee shall have full power to raise and borrow money for any purpose of the Club either by overdraft or loan from any bank or other financial institution or by issuing debentures unsecured or secured by charge on all or any part of the property for the time being of the Club or by any mortgage or charge on such property on such terms as the Committee may think advisable and with or without giving security for the payment of same and interest thereon.
- (c) The Club shall be authorised to receive monies properties and securities, and to receive bequests.
- (d) The Committee on behalf of the Club may indemnify any person who has entered into or accepted liability on behalf of the Club at the request of the Committee.
- (e) Private Pecuniary Profit
  - (h) Any income, benefit or advantage must be used to advance the charitable purposes of the Club.
  - (ii) No member of the Club, or anyone associated with a member, shall take part in, or influence any decision made by the Club in respect of payments to or on behalf of, the member or associated person, of any income, benefit or advantage.
  - (iii) Any payments made to a Club member or associate must be for goods or service that advance the Club’s charitable purpose and must be reasonable and relative to payments that would be made between unrelated parties.

## 21. METHOD OF CONTRACTING

- (1) A contract or other enforceable obligation may be entered into by the Club as follows:
  - (a) An obligation which, if entered into by a natural person, would, by law, be required to be by deed or in writing may on the passing of a resolution of the Committee be entered into on behalf of the Club in writing signed under the name of the Club by:
    - (i) The President; and either
    - (ii) The Treasurer; or
    - (iii) Any one or more members of the Committee.
  - (b) An obligation which, if entered into by a natural person, is not, by law, required to be in writing may be entered into on behalf of the Club, in writing or orally, by a person acting under the Club’s express or implied authority.

## 22. ALTERATIONS TO THE CONSTITUTION

- (a) Ordinary alterations to the Constitution being a material change(s) to any clause(s) or provision(s) herein may be changed by the passing of a Special Resolution at a General Meeting.
- (b) Proposals to change this Constitution must comply with Clause 10.
- (c) Minor or technical changes:
  - (i) Minor or technical changes to the Constitution which may from time to time be required to correct drafting or other technical errors, but which do not alter the effect or intent of this Constitution, may be made at the instigation of the Committee.
  - (ii) Any such changes to the Constitution are to be reported to the members at the next available General Meeting.

## 23. INTERPRETATION OF THE RULES

The decision of the Committee on the interpretation of this Constitution or any matter not contained in this Constitution and which pertains to the Club, its property or interests shall be conclusive and binding on all members of the Club.

## 24. INDEMNITIES

All office bearers of the Club shall be indemnified by the Club from losses or expenses incurred by them in the proper and authorised discharge of their duties and shall not be liable for the unauthorised acts of other office bearers or for any loss or expense to the Club occurring otherwise than through an unauthorised act or default of his/her or to which he/she was a party.

## 25. DISPUTES RESOLUTION

(a) For any dispute arising from a complaint being made regarding one or more of the Club's members then the Club shall follow the procedure as set out under Schedule 2 of the Act and annexed hereto.

(b) Where at the conclusion of the disputes resolution process a member is found to have breached any one or more provisions of this Constitution the Committee shall have the power to impose sanctions on that member which may include but is not limited to the suspension or cancellation of a members membership, the imposition of restrictions on access to club property, the removal of members' benefits, to be stood down from an elected office within the Club or any other sanction deemed appropriate taking into consideration the nature of the breach and the effect that the breach has on the Club and/or its members and guests.

## 26. WINDING UP

- (a) In the event the Club is to be dissolved, and all liabilities of the Club have been discharged including contingent liabilities then the procedure set out under Part 5, sub-parts 1, 5 and 6 of the Act shall be followed where applicable.
- (b) In the event the Club is to be dissolved by reason of it being unable to discharge its liabilities, including contingent liabilities then the procedure set out under Part 5, Sub-parts 4, 5 and 6 of the Act shall be followed where applicable.
- (c) A resolution for the dissolution of the Club made under either 26(a) or 26(b) above may specify the desired method of disposition of the funds and property after dissolution provided that the method of dissolution shall be limited to the transfer of such funds and property to one or more organisations that are Charitable under New Zealand law and established for the purpose of promoting any activities the same as or analogous to that of the Club and having as one of its objects that no part of the income or other funds of that Organisation or Association shall be used for use for the private pecuniary profit of any member.

## Appendix 1

### **Incorporated Societies Act 2022 Schedule 2 Optional dispute resolution procedures**

#### **1. Overview of this Schedule**

- 1) Section 39 of the Act requires the procedures in a society's Constitution relating to disputes to be consistent with the rules of natural justice.
- 2) A society may choose (but is not required) to include the procedures in this schedule in its Constitution.
- 3) The procedures in a society's Constitution must be treated as being consistent with the rules of natural justice if those procedures consist of:
  - (a) All of the procedures in this schedule; and
  - (b) Any additional procedures that are consistent with those procedures.

#### **2. How complaint is made**

- (1) A member or an officer may make a complaint by giving to the committee (or a complaints sub-committee) a notice in writing that:
  - (a) States that the member or officer is starting a procedure for resolving a dispute in accordance with the society's Constitution; and
  - (b) Sets out the allegation to which the dispute relates and whom the allegation is against; and
  - (c) Sets out any other information reasonably required by the society.
- (2) The society may make a complaint involving an allegation against a member or an officer by giving to the member or officer a notice in writing that:
  - (a) States that the society is starting a procedure for resolving a dispute in accordance with the society's Constitution; and
  - (b) Sets out the allegation to which the dispute relates.
- (3) The information given under subclause (1) (b) or (2) (b) must be enough to ensure that a person against whom an allegation is made is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.
- (4) A complaint may be made in any other reasonable manner permitted by the society's Constitution.

#### **3. Person who makes complaint has right to be heard**

- (1) A member or an officer who makes a complaint has a right to be heard before the complaint is resolved or any outcome is determined.
- (2) If the society makes a complaint:
  - (a) the society has a right to be heard before the complaint is resolved or any outcome is determined; and
  - (b) an officer may exercise that right on behalf of the society.

- (3) Without limiting the manner in which the member, officer, or society may be given the right to be heard, they must be taken to have been given the right if:
  - (a) They have 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 decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
  - (c) An oral hearing (if any) is held before the decision maker; and
  - (d) The member's, officer's, or society's written statement or submissions (if any) are considered by the decision maker.

#### **4. Person who is subject of complaint has right to be heard**

- (1) This clause applies if a complaint involves an allegation that a member, an officer, or the society (the **respondent**):
  - (a) has engaged in misconduct; or
  - (b) has breached, or is likely to breach, a duty under the society's constitution or bylaws or the Act; or
  - (c) has damaged the rights or interests of a member or the rights or interests of members generally.
- (2) The respondent has a right to be heard before the complaint is resolved or any outcome is determined.
- (3) If the respondent is the society, an officer may exercise the right on behalf of the society.
- (4) Without limiting the manner in which a respondent may be given a right to be heard, a respondent must be taken to have been given the right if:
  - (a) the respondent is fairly advised of all allegations concerning the respondent, with sufficient details and time given to enable the respondent to prepare a response; and
  - (b) the respondent has a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
  - (c) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
  - (d) an oral hearing (if any) is held before the decision maker; and
  - (e) the respondent's written statement or submissions (if any) are considered by the decision maker.

#### **5. Investigating and determining dispute**

- (1) A society must, as soon as is reasonably practicable after receiving or becoming aware of a complaint made in accordance with its constitution, ensure that the dispute is investigated and determined.
- (2) Disputes must be dealt with under the Constitution in a fair, efficient, and effective manner.

#### **6. Society may decide not to proceed further with complaint**

Despite Clause 5, a society 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) that a member or an officer has engaged in material misconduct:
- (ii) that a member, an officer, or the society has materially breached, or is likely to materially breach, a duty under the society's constitution or bylaws or this Act:
- (iii) that a member's rights or interests or members' rights or interests generally have been materially damaged:
- (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 an 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 the constitution; or
- (f) there has been an undue delay in making the complaint.

## **7. Society may refer complaint**

- (1) A society may refer a complaint to:
  - (a) a subcommittee or an external person to investigate and report; or
  - (b) a subcommittee, an arbitral tribunal, or an external person to investigate and make a decision.
- (2) A society may, with the consent of all parties to a complaint, refer the complaint to any type of consensual dispute resolution (for example, mediation, facilitation, or a tikanga-based practice).

## **8. Decision makers**

A person may not act as a decision maker in relation to a complaint if two or more members of the committee or a complaints subcommittee 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.

## Appendix 2

### Employment Relations Act 2000 - Section 6 Meaning of “employee”

- (1) In this Act, unless the context otherwise requires, employee—
  - (a) means any person of any age employed by an employer to do any work for hire or reward under a contract of service; and
  - (b) includes—
    - (i) a homemaker; or
    - (ii) a person intending to work; but
  - (c) excludes a volunteer who—
    - (i) does not expect to be rewarded for work to be performed as a volunteer; and
    - (ii) receives no reward for work performed as a volunteer.
  - (d) [Repealed]
- (1A) *[Repealed]*
- (2) In deciding for the purposes of subsection (1)(a) whether a person is employed by another person under a contract of service, the court or the Authority (as the case may be) must determine the real nature of the relationship between them.
- (3) For the purposes of subsection (2), the court or the Authority—
  - (a) must consider all relevant matters, including any matters that indicate the intention of the persons; and
  - (b) is not to treat as a determining matter any statement by the persons that describes the nature of their relationship.
- (4) Subsections (2) and (3) do not limit or affect the [Real Estate Agents Act 2008](#) or the [Sharemilking Agreements Act 1937](#).
- (4A) Nothing in this section applies to determine the employment status of a person who falls within the meaning of screen production worker in section 11 of the Screen Industry Workers Act 2022.
- (5) The court may, on the application of a union, a Labour Inspector, or 1 or more other persons, by order declare whether the person or persons named in the application are—
  - (a) employees under this Act; or
  - (b) employees or workers within the meaning of any of the Acts specified in [section 223\(1\)](#).
- (6) The court must not make an order under subsection (5) in relation to a person unless—
  - (a) the person—
    - (i) is the applicant; or
    - (ii) has consented in writing to another person applying for the order; and
  - (b) the other person who is alleged to be the employer of the person is a party to the application or has an opportunity to be heard on the application.