

**CONSTITUTION OF
VOLUNTEER SERVICE ABROAD: TE TŪAO TĀWĀHI INCORPORATED
(VSA)**

**AS ADOPTED AT THE
ANNUAL GENERAL MEETING 05 NOVEMBER 2022**

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1. NAME

The name of the organisation is Volunteer Service Abroad: Te Tūao Tāwāhi Incorporated.

2. LEGAL STATUS

Volunteer Service Abroad Inc. was incorporated on 8 April 1963 under the Incorporated Societies Act 1908 and changed its name to Te Tūao Tāwāhi: Volunteer Service Abroad Incorporated on 12 April 2007 and further changed its name to Volunteer Service Abroad: Te Tūao Tāwāhi Incorporated on 18 April 2017 – incorporation number: 216701. It was registered as a charitable entity under the Charities Act 2005 on 30 June 2008 – registration number: CC36739.

3. NGĀ WHAAINGA | PURPOSES

Anei nā ngā whaainga ō te roopu:

- (a) Kia mahi tahi ai tātou i te taha ō te tangata whenua ō ngā whenua poohara i taawaahi; kia ora ai rātou; kia piki ake ai ngā āhuatanga katoa ō ō rātou whenua; kia mahi ai tātou i raro i te korowai aroha me te raukura ō te rangimārie. I runga i tēnei Kaupapa, ka taea e tātou te:
 - i. mahi tahi me te hunga nā rātou taua mahi kia pai ai te noho ō ā tātou kaimahi i waenganui i ā rātou.*
 - ii. whakamine kaimahi e hiahia ana kia haere ki te mahi i taawaahi, mehemea e noho pai ana ngā āhuatanga ō taua mahi i raro i ngā kaupapa o Te Tūao Tāwāhi.**
- (b) Kia maarama ai ā Aotearoa kī ngā raru e pā ana ki te whakapakari ō ia whenua, te tautoko ō tērā whenua i tērā whenua; te aata mōhio i ngā tikanga ō tērā iwi me tērā iwi, me te mōhio ki te ture e pā ana ki te tangata. Mā te paanui o enei āhuatanga, mā ngā mahi mātauranga, mā te whakawhitiwhiti kaimahi, kā taea ē tātou te mohio.*

Volunteer Service Abroad: Te Tūao Tāwāhi Incorporated (VSA) has the following purposes:

- (a) to co-operate with the peoples of developing countries¹ in the interests of social and economic development and justice by:
 - i. arranging with partner organisations for the placement and maintenance of volunteers, and*
 - ii. recruiting volunteers for requested assignments which accord with VSA principles,**
- (b) to increase awareness within Aotearoa/New Zealand of the issues of international development and interdependence, cross-cultural understanding, and human rights.
 - i. arranging with partner organisations for the placement and maintenance of volunteers, and*
 - ii. recruiting volunteers for requested assignments which accord with VSA principles, and to do so in a spirit of peace and understanding.**

4. TE TIRITI O WAITANGI | TREATY OF WAITANGI

E pūmau ana TeTūao Tāwāhi ki Te Tiriti o Waitangi, ā, i runga i tenei, kā taea te pupuri i ōna āhuatanga.

VSA recognises Te Tiriti O Waitangi, The Treaty of Waitangi, and endeavours to adhere to its principles.

¹ Lower and middle income countries as defined by the United Nations Human Development Index HDI.

5. PATRON

The Patron will confer credibility and support VSA to achieve its purposes.

- (a) The Council shall invite the Governor General for the time being to act in the honorary position of the Patron of VSA.
- (b) In the event the Governor General is unable to accept this position the Council will invite a person with standing, integrity, and national profile to exercise the role of Patron.
- (c) The Patron will be invited to attend major functions as deemed appropriate and practical and shall receive appropriate and timely information on the activities of VSA.
- (d) The Patron will not be expected to actively participate in the general work of VSA.

6. KAUMĀTUA AND/OR KAITAKAWAENGA

The role of the Kaumātua and/or Kaitakawaenga is to advise VSA Council and staff on matters relating to Māori protocol and Treaty of Waitangi principles and shall carry out such duties and functions as are agreed to between the Council and the Kaumātua and/or Kaitakawaenga and as may be contained in the Council policies.

- (a) The Council Chair, acting on the recommendation of Council, will appoint a Kaumātua and/or Kaitakawaenga to exercise the function of Kaumātua and/or Kaitakawaenga of Volunteer Service Abroad: Te Tūao Tāwāhi Incorporated on terms as may be agreed between the Council and the Kaumātua and/or Kaitakawaenga and reflected in the policies of VSA.
- (b) The Kaumātua and/or Kaitakawaenga is a voting member of Council.

7. PRESIDENT

The President brings an independent perspective to the governance of VSA and a commitment to its objectives

- (a) The Council Chair shall appoint the VSA President on the recommendation of the majority of Council on such terms as may be agreed between the Council and President and reflected in the policies of VSA.
- (b) In reaching its decision, the Council shall give due weight to personal attributes and experience, public profile, potential to add value to the purposes of VSA, understanding of and commitment to the role, and perceived acceptability to stakeholders.
- (c) The term of office for the President shall be for two years and shall be reviewed by the Council every two years.
- (d) The President is invited to attend Council meetings and has the right to be heard on any matter but will not have voting powers. The President shall receive full minutes of Council meetings and information on such Council business as may be appropriate.
- (e) In addition to (d) above, the President shall exercise such duties and functions as are agreed to between the President and the Council and as may be contained in the Council's policies.

8. MEMBERSHIP

8.1. Eligibility

Membership of VSA is open to individuals and organisations who subscribe to VSA's purposes.

8.2. Membership Categories

There are five membership categories:

8.2.1. **Individual membership:** An Individual Member is a person who elects to pay the individual subscription once a year.

8.2.2. **Family membership:** Family Members are two or more individuals from the same household who have not elected Individual membership.

8.2.3. **Honorary membership:** Honorary Members are volunteers and accompanying partners during their assignments with VSA and for one year afterwards as defined in clause 8.5(a).

8.2.4. **Life membership:** A Life Member is an individual appointed by a General Meeting, on the recommendation of Council, for outstanding service to VSA.

8.2.5. **Corporate membership:** A Corporate Member is an organisation which elects to pay the corporate membership subscription.

8.3. Becoming a Member

An application for membership shall be made in the form prescribed by VSA either in writing or electronically. The Council reserves the right to decline membership.

8.4. Subscriptions

- (a) Annual member subscriptions are due and payable on joining VSA, and every subsequent year thereafter. Membership is granted for a period of one year from the date of becoming a member and thereafter from the date of the anniversary of becoming a member.
- (b) Life Members are deemed financial members but are not expected to pay a subscription.
- (c) Honorary Members, and current Volunteers and their Accompanying partners who are regarded as financial members in accordance with paragraph (d)iii, are not expected to pay a subscription.
- (d) Members are financial if:
 - i. their subscription for the current year has been paid, or their subscription is not overdue by more than three months, or
 - ii. they are a Life Member, or
 - iii. they are an Honorary Member or are regarded as financial members in accordance with clause 8.5(a).

8.5. Membership Status of Volunteers

- (a) Volunteers and their Accompanying partners are offered and, if they consent will hold, Honorary membership status from the commencement of their assignment until one year after the end date of their assignment.
- (b) Volunteers and their Accompanying partners will be deemed to be Family Members unless they elect to be Individual Members, and unaccompanied Volunteers will be deemed to be Individual Members.
- (c) If a Volunteer's service is ended early due to misconduct, then they (and their Accompanying partner) will cease to be an Honorary member.

8.6. Ending Membership

- (a) A member's membership ends if the member resigns or if the Council cancels the member's membership.
- (b) A member may resign from VSA at any time but without releasing the member from any liability to VSA existing at the point of resignation.
- (c) The Council, in its absolute discretion, may cancel a member's membership if:
 - i. the member's subscription is overdue by more than 3 months and, despite 14 days' Written Notice from VSA seeking payment of the overdue subscription, the member has failed to pay; or
 - ii. in the Council's opinion, the member no longer subscribes to VSA's purposes, or the member's conduct has brought or is likely to bring the work of VSA into disrepute or to otherwise prejudice that work.

8.7. Limitations on Personal Benefit Arising from Membership Rights

- (a) No member of VSA or any Related Person may determine or materially influence any decision of the Council relating to:
 - i. the payment of any income of VSA to, or on behalf of, that member or Related Person; or
 - ii. the conferring of any benefit or advantage on, or on behalf of, that member or Related Person.
- (b) Any such income paid must be reasonable and relative to that which would be paid in an arm's length transaction being the open market value and only paid with prior approval from the Council.
- (c) Membership shall not confer on any member the right to receive any of the income or capital of VSA or to control the Council in the exercise of its powers.

9. INTERESTS OF COUNCIL MEMBERS

9.1. Disclosure of Interests

- (a) VSA shall maintain a register of interests of all Council members which shall be updated in accordance with the policy issued by the Council.
- (b) A disclosure of interest by a Council member at a Council meeting must be recorded in the minutes of the meeting.

9.2. Dealing with Interests of Council Members

Subject to clause 9.1 each Council member may act as a Council member and still contract or otherwise deal with VSA in his or her personal capacity or in any other capacity as if he or she is not a Council member as long as this is recorded in the Council minutes. This right to continue to act as a Council member shall apply even though a Council member's interest or duty in a particular matter may conflict with his or her duty to the members of VSA.

10. RESTRICTIONS ON PRIVATE PECUNIARY PROFIT AND ON BENEFITS IN BUSINESS ACTIVITY

10.1. No Private Pecuniary Profit of Any Individual and Exceptions

- (a) No private pecuniary profit shall be made by any person employed by or a member of VSA, except that:

- i. any Council member or Committee member appointed by the Council shall be entitled to be reimbursed out of the assets of VSA for all expenses which he or she properly incurs in connection with the affairs of VSA;
 - ii. VSA may pay reasonable and proper remuneration to any officer or employee of VSA in return for services actually rendered to VSA;
 - iii. any Council member may be paid for all usual professional, business or trade charges for services rendered and time expended, and all acts done by that Council member or by any firm or entity of which that Council member is a Related Person, employee or associate in connection with the affairs of VSA as agreed by Council prior to the work commencing;
 - iv. any Council member may retain any remuneration properly payable to that Council member by any company or undertaking with which VSA may be in any way concerned or involved for which that Council member has acted in any capacity whatever, notwithstanding that that Council member's connection with that company or undertaking is in any way attributable to that Council member's connection with VSA as long as the Council member has declared their relationship with VSA.
- (b) The Council, in determining all reimbursements, remuneration and charges payable in terms of this clause, shall ensure that the restrictions imposed by clauses 8.7, 9.1 and 9.2 of this Constitution are strictly observed.

10.2. Prohibition of Benefit or Advantage in Business Activity

- (a) In the carrying on of any business no benefit, advantage or income shall be afforded to, or received, gained, achieved, or derived by any Related Person where that Related Person, in his or her capacity as a Related Person, is able in any way (whether directly or indirectly) to determine, or to materially influence the determination of:
- i. the nature or amount of that benefit, advantage, or income; or
 - ii. the circumstances in which that benefit, advantage or income is, or is to be, so afforded, received, gained, achieved, or derived.
- (b) A person who provides professional services to VSA (or to any company by which any business of VSA is carried out) in the course of and as part of the carrying out of his or her business of a professional public practice, will not be in breach of this paragraph 10.2 by reason only of him or her so providing those professional services.

11. GENERAL MEETINGS

11.1. Annual General Meeting

- (a) **Timing:** The Annual General Meeting will be held within five months of the end of the financial year. It may be held in conjunction with a Congress.
- (b) **Notice of Meeting:** The Council will ensure that all financial members receive at least 14 days' Written Notice of the date, time, place, and agenda of an Annual General Meeting. The notice of meeting must be accompanied by the Council's annual report, VSA's audited annual accounts, notice of any proposed constitutional changes, and any other notices of motion.
- (c) **Business:** The business of the Annual General Meeting shall be:
- i. Apologies
 - ii. Confirmation of minutes of previous Annual General Meeting
 - iii. Presentation of the Annual Report of the Council
 - iv. Presentation and consideration of VSA's audited annual accounts
 - v. Presentation of Interest Group report
 - vi. Constitutional changes

- vii. Notices of motion given with the notice of meeting
- viii. Appointment of the VSA Patron
- ix. Appointment of Life Members
- x. Appointment of an auditor who must be a member of the New Zealand Institute of Chartered Accountants
- xi. General Business.

11.2. Ordinary General Meetings

- (a) An Ordinary General Meeting may be called by the Council on its own motion or by written requisition to the Council signed by at least 20 financial members.
- (b) The Council must give all financial members at least 14 days' Written Notice of the business to be conducted at an Ordinary General Meeting. The notice shall be accompanied by such information about that business as the Council considers appropriate. No other or unrelated business may be conducted at that meeting.
- (c) Where an Ordinary General Meeting is requisitioned by members under paragraph (a), it must be held within 28 days of the Council's receipt of the requisition.

12. PROCEDURE AT GENERAL MEETINGS

- (a) Council shall appoint a suitably skilled person to Chair any General Meeting, and shall provide members at least 14 days written notice of the appointed Chair.
- (b) The voting entitlements of Voting Members at a general meeting shall be as follows:
 - i. an Individual Member shall have one vote;
 - ii. Family Members shall have two votes among themselves in respect of their family membership;
 - iii. a Corporate Member shall have one vote, provided that before the start of the meeting notice is provided to the Chair in accordance with paragraph (d);
 - iv. a Life Member shall have one vote;
 - v. Honorary Members shall have voting entitlements according to their status as Individual Members or Family Members pursuant to clause 8.5(b).
- (c) Unless otherwise stated in this Constitution, a resolution proposed at a general meeting shall be decided by a simple majority of the valid votes cast at the meeting. The Chair of the meeting shall have a deliberative vote and, in the event of the voting being declared even, a casting vote.
- (d) Any Voting Member may exercise a proxy vote at a general meeting, provided that before the start of the meeting the Chair is provided written notice from the absent Member authorising another Voting Member who is present at the meeting to exercise votes on their behalf; similarly Corporate Members must provide written notice of their nominated representative who will attend the meeting and exercise votes on their behalf.
 - i. A Voting Member:
 - may decline to be authorised to exercise proxy votes on behalf of any absent Member;
 - may exercise proxy votes for no more than 2 Voting Members (including Corporate Members).
 - ii. It is the absent Member's obligation to ensure they:
 - select and authorise a Voting Member in whom they have confidence to vote in accordance with their known preferences;
 - provide sufficient instruction and guidance to the authorised Voting Member about their preferences;

- can be contacted during the meeting by the authorised Voting Member to ascertain their preferences where, for example, there has been substantial debate about a notified motion and/or it has been amended in a manner that changes the substance of the motion.
- (e) A quorum at any general meeting shall consist of 15 Voting Members who are present or, in the case of Corporate Members, have a representative present who has been nominated in accordance with paragraph (b)iii.
- (f) A General Meeting may be conducted by teleconference in accordance with the procedure for Teleconference in accordance with the procedure for Teleconference Meetings set out at Clause 13.5, appropriately modified to reflect General Meetings and VSA members (rather than Council and Committee meetings and members).
- (g) The Council may resolve to conduct a ballot of all Voting Members on any question that would otherwise be decided at a general meeting. The ballot may be conducted by post or by electronic means, in accordance with procedures determined by the Council. If such a ballot is conducted, the provisions of this clause shall apply with any necessary modifications.
- (h) Unless stated otherwise in this Constitution, a resolution conducted by ballot shall be decided by a simple majority of the valid votes cast by post or electronic means. The Chair of the meeting shall have a deliberative vote and, in the event of the voting being declared even, a casting vote.

13. COUNCIL

Council members provide for the governance of VSA through their expertise and commitment to the organisation's objectives. Council's roles include, inter alia, the setting and overview of strategic direction, financial oversight, legal compliance, appointing and monitoring of the CEO, risk management and accounting to members.

13.1. Council Composition

- (a) The Council comprises elected, appointed, co-opted and ex officio Voting Members, as follows:
- i. four Council members elected under this Constitution, or their co-opted replacements; and
 - ii. up to three Council members appointed under this Constitution as additional Council members, or their co-opted replacements; and
 - iii. the Kaumātua and/or Kaitakawaenga ex officio.
- (b) Every Council member must be at least 18 years old and must be residing in New Zealand. Elected Council members and their co-opted replacements must be a financial member of VSA. Appointed Council members and their co-opted replacements who choose not to become a financial member of VSA must nevertheless commit to VSA's values and Constitution and related governance documents.
- (c) At least one Council member must be a returned VSA volunteer by election, appointment or co-option provided that he or she has not returned under conditions prescribed in Clause 8.5 (d).
- (d) The CEO and VSA employees and representatives of Corporate members are not eligible to be members of the Council.
- (e) No person is eligible to serve as a Council Member while actively serving as a VSA Volunteer.

13.2. Council Competencies and diversity

To support diverse and effective governance, regard will be given to Council maintaining:

- (a) An appropriate range of skills and attributes necessary for the delivery of good governance; and

- (b) Diversity including gender, age, ethnicity, returned volunteers and range of backgrounds and lived experience.

13.3. Appointed and co-opted Council Members

- (a) The Appointments Panel may appoint up to three additional Council members with relevant skills and competencies to complement the elected members in accordance with clause 13.1(a)ii. Such appointed members will hold office for a term determined by the current Council up to and including the second meeting of the new Council elected in the next election year following their appointment. An appointed person may stand for office in that election if he or she is eligible.
- (b) In addition to any members appointed under paragraph 13.3(a) above, the Council may co-opt a person in accordance with clause 13.1(a)i to replace an elected or appointed Council member who has died or resigned during his or her term. Such co-opted member will hold office for a term determined by the current Council, which may be up to the date at which the term of the member being replaced would have expired. The co-opted person may stand for office in that election if he or she is eligible.
- (c) Where in an election year, fewer than the required number of Council members are elected pursuant to Clause 13.1 (a)i, Council may co-opt a person or persons to fill the vacant seat. Such co-opted member will hold office for a term determined by the current Council, which may be up to the next election. The co-opted person may stand for office in that election if he or she is eligible.
- (d) All appointed or co-opted members shall have voting rights on the Council.
- (e) When appointing or co-opting a person the Appointments Panel or the Council, as the case may be, will have regard for his/her competencies and the diversity aims stated in clause 13.2.
- (f) All co-opted members shall become financial members of VSA if they are not already.
- (g) An appointed or co-opted Council member may resign in writing addressed to the Council Chair.
- (h) Appointed or co-opted Council members may be elected as Council Chair or Deputy Chair under, and hold office in accordance with, clause 13.4(b).

13.4. Council Meetings

- (a) Subject to a requirement that Council meets at least four times a year and to paragraphs (b) and (c), the Council decides when and how often it meets. The Council Chair shall give at least seven days' Written Notice to Council members of the time, date, place and agenda of any Council or Committee meeting.
- (b) At its last meeting before the Annual General Meeting in an election year, the Council shall set the date of the first Council meeting to be held after that Annual General Meeting, which must be within six weeks of the date of the Annual General Meeting. At that first meeting, the Council shall elect from Council members a Chair and Deputy Chair who will hold office until the first meeting of Council following the Annual General Meeting in the next election year. The Council Chair may serve up to a maximum of six consecutive years in that office, effective from 2014.
- (c) The President shall preside at the meeting until the Chair has been elected. If the President is not present, the Council members shall elect another Council member or an independent person who has the confidence of Council to preside.

- (d) An extraordinary Council meeting shall be held within 14 days following a written request to the Chair signed by at least two-thirds of the members of the Council, specifying the business to be discussed at that meeting.
- (e) Over 50% of Council members must be present to constitute a quorum at a meeting of the Council.
- (f) In the absence of the Chair and the Deputy Chair at a Council meeting, a Council member elected by the meeting will chair the meeting.
- (g) The Chair of the meeting shall have a deliberative vote and, in the event of the voting being declared even, a casting vote.
- (h) All resolutions proposed at meetings of the Council shall be decided by a simple majority of those members of the Council present and voting, unless otherwise stated in this Constitution.
- (i) The Council will ensure that within four weeks of a Council meeting being held a report of that Council meeting is sent to all duly constituted and active Branches, and a copy is held by the CEO with the Council minutes.
- (j) Where for any reason there is a vacancy in the office of Council Chair in carrying out the general duties of office, such duties shall devolve to the Council Deputy Chair or, in the absence of the Deputy Chair, to a Council member elected by Council.

13.5. Teleconference Meetings

For the purposes of this Constitution, a Teleconference Meeting between a number of persons who constitute a quorum, together with another person acting as a secretary, shall be deemed to constitute a meeting of the Council or a Committee of the Council (as the case may be). All the provisions in this Constitution relating to Council meetings shall apply to Teleconference Meetings so long as the following conditions are met:

- (a) Each of the Council or Committee members (as the case may be) for the time being entitled to receive notice of a meeting shall be given notice that a meeting is to be held by Teleconference and is entitled to be linked for the purposes of participating in such a meeting. Notice that a meeting will be held by teleconference may be given by telephone or by other electronic means;
- (b) Throughout the Teleconference Meeting each participant and the person acting as a secretary must be able to hear each of the other participants taking part;
- (c) At the beginning of the Teleconference Meeting each participant must acknowledge his or her presence for the purpose of that meeting to all the others taking part;
- (d) A participant may not leave the Teleconference Meeting by disconnecting his or her telephone or other means of communication without first obtaining the Chair's express consent. Accordingly, a participant shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the Teleconference Meeting unless he or she leaves the meeting with the Chair's express consent; and
- (e) Minutes of the proceedings at the Teleconference Meeting shall be sufficient evidence of those proceedings and of the observance of all necessary formalities, once the minutes of the meeting is approved in accordance with Clause 19.
- (f) A Teleconference Meeting includes a meeting where some members are able to attend in person and others are connected by telecommunication or electronic means.

13.6. Interested Council member may not vote

A Council member who is interested in a transaction entered into, or about to be entered into, by VSA may not vote on a matter relating to the transaction, but may:

- (a) attend and speak at a Council meeting at which a matter relating to the transaction arises, and be included among the Council members present at the meeting for the purpose of a quorum; unless that member will gain substantial financial benefit from that decision, in which case the member must leave the room for the discussion on the matter and not be counted in the quorum;
- (b) sign a document relating to the transaction on behalf of VSA, noting the interest; and
- (c) do anything else as a Council member in relation to the transaction, as if he or she were not interested in the transaction, as long as the member has declared his or her interest in the Register of Interests and it is recorded in the Council Minutes the member has a conflict of interest relating to that particular transaction.

13.7. Council Powers

The Council will have full control of the affairs of VSA and, without in any way limiting that control or any of its express or implied powers, the Council shall have the following powers:

- (a) to accept, raise and distribute funds needed to carry out the purposes of VSA, to borrow money with or without security, and to control the investment and disbursement of funds whether in Aotearoa/New Zealand or elsewhere;
- (b) to select and train volunteers for service in overseas locations chosen by the Council; to provide for the volunteers' travel to and from their location of service; to provide for volunteers' maintenance and welfare; and to ensure appropriate financial and any other assistance is available for volunteers as the need arises;
- (c) to establish, regulate and disestablish VSA Interest Groups as the Council considers necessary for the promotion of the purposes of VSA and having regard to the membership strength of VSA in particular locations;
- (d) to establish any Committees or advisory bodies it considers necessary to carry out the purposes of VSA and to co-opt persons to serve on those Committees or advisory bodies whether or not they are members of VSA. Subject to this Constitution and to any directions that the Council might give and to the terms of reference of a Committee or advisory body set by the Council, each Committee and advisory body may regulate its own procedure;
- (e) to invite anyone as an observer to its meetings or to meetings of committees and advisory bodies;
- (f) to admit any member as an observer to a Council meeting, as long as the member has given at least seven days' notice to the Chair of the Council of the member's desire to attend the meeting and provided that the member respects the protocols of the meeting;
- (g) to enter into contracts and undertake obligations; to acquire, hold and convey property; to open bank accounts and to designate the persons entitled to operate those accounts;
- (h) to conduct negotiations with government entities or private agencies whether in Aotearoa/New Zealand or elsewhere;
- (i) to appoint new trustees of the Volunteer Service Abroad Foundation as and when vacancies occur and to appoint one of the trustees as Chair to hold office for each financial year of the Foundation, to

appoint governing members to any other entity established by the VSA Council from time to time, and to remove any trustees or members of such Foundation or other entity as Council sees fit;

- (j) to appoint members of the Appointments Panel in accordance with clause 13.8 as and when the Panel is required and to appoint one of the Panel members as Panel Chair, and to remove any members of the Panel as Council sees fit;
- (k) to recommend the appointment of Life Members to a general meeting;
- (l) to appoint and to determine the salary, duties and powers of the CEO;
- (m) to make policies not inconsistent with this Constitution, and to determine any matters of interpretation of this Constitution and any matters not provided for by this Constitution;
- (n) to do anything else that it considers necessary, expedient, or desirable to carry out the purposes of VSA including the establishment of such entities which may employ Volunteers, staff, development advisors or consultants on such terms and conditions (including remuneration) as the Council sees fit.

13.8 Appointments Panel

- (a) The Appointments Panel will be appointed by Council and include 2 Council members, a VSA member who is a returned volunteer, and an external expert in governance or senior recruitment.
- (b) The Appointments Panel will conduct the recruitment process for appointed Council members, and pre-qualification of candidates for election, based on advertised selection criteria for the elected and appointed positions.
 - i. The selection criteria will include the Council Competencies set out at clause 13.2, VSA's values and strategic intent, and any skills-gaps in Council that are sought to be filled.
- (c) The Appointments Panel will select and appoint the appointed members to Council.
- (d) The Appointments Panel will Qualify nominated candidates for election. Where candidates are Qualified the panel may make recommendations regarding the content of their proposed candidate profile.

13A Transitional Provision Regarding Council

13A.1 This Constitution was amended with effect from 1 July 2022 reflecting changes to clause 13 Council and clause 15 Elections.

- (a) Despite those changes, the term of Council members elected or co-opted before 1 July 2022 continue to be governed by the provisions of the Constitution in effect on 30 June 2021; and
- (b) This includes Council power to co-opt members to fill vacancies that arise in respect of members elected before 1 July 2022.

13A.2 This transitional provision expires when the term of the members elected in 2021 expire, at the conclusion of the 2025 Annual General Meeting. Once it has expired, Council is authorised to remove this transitional provision from the Constitution.

14. INTEREST GROUPS

14.1 Establishment of Interest Groups

- (a) The Council may establish, regulate, and disestablish VSA Interest Groups as the Council considers practicable for the promotion or purposes of VSA.
- (b) The Council may confirm the appointment of VSA Members as Interest Group Co-convenors to provide leadership for Interest Groups, and may cancel the appointment of any Co-convenor if it is satisfied that to do so is in the best interests of the Interest Group or of VSA.
- (c) Where practicable, the Council will consult with affected Interest Groups when making Interest Group regulations or considering taking any action in relation to any Interest Group.

14.2 Appeals from decisions of Council

- (a) One or more Interest Group Co-convenors may appeal any decision of the Council in respect of Interest Groups to a General Meeting of VSA, and the decision of the VSA General Meeting is final. The matters that may be appealed to a General Meeting include, but are not limited to:
 - i. Decisions affecting one or more Interest Groups.
 - ii. Decisions affecting one or more Co-convenors.
- (b) The Interest Group Co-convenor(s) must provide the Council at least 28 days written notice of their intention to appeal to a General Meeting, along with sufficient information to satisfy the requirements of Clause 11.2.
- (c) One or more Interest Group Co-convenors who have been removed by the Council, or whose Interest Group has been disestablished by the Council, may only exercise the right of appeal at a General Meeting held within 15 months of the date of the Council action being appealed.

15. ELECTIONS

15.1 Term of Office of Elected Council Members

- (a) Commencing from the election of Council members held in 2014:
 - i. the term of office of an elected Council member shall be four years; and
 - ii. the term of office of an elected Council member shall begin at the conclusion of the Annual General Meeting at which he or she is elected and shall end at the conclusion of the Annual General Meeting held in an election year four years later.
- (b) Notwithstanding paragraph (a), the terms of office of those Council members who were elected in 2011 and who did not stand down at the 2014 Council elections pursuant to clause 12.3 of the VSA Constitution as amended in 2013, shall end at the conclusion of the Annual General Meeting to be held in 2016.
- (c) A Council member may be elected for a maximum of two consecutive four-year terms, commencing from the term following the 2014 election.
- (d) A Council member who has stood down after being elected for two consecutive four-year terms, may if eligible be nominated for election as a member of the Council following an interval of at least four years.
- (e) An elected Council member may resign at any time in writing addressed to the Chair.

15.2 Election Cycle

Following the election of Council members held in 2014, elections will be held every two years for the Council seats that became vacant in that year. Subject to clause 15.1 (c) and (d), half of the elected members shall offer

to stand down and may stand for election if they remain eligible subject to Clause 15.1 (c) and (d). If necessary, names of those eligible to stand down shall be placed in a ballot and the required number drawn by the Chair of the Council.

15.3 Voting System

Elections of members of Council will be conducted by secret ballot. Voting members will have the right to exercise the same number of votes as the number of Council members to be elected. The highest polling candidates will be elected. The Council may pass and maintain regulations for the operation of the voting system which may offer members the option to participate with electronic means.

15.4 Nominations

- (a) Calling for nominations: No later than 31 March in election year, the CEO of VSA will write to the Interest Group Co-Convenors and to all financial members calling for nominations for the Council seats becoming vacant in that year. The call for nominations must include nomination criteria and information on the Council's aim for competence and diversity in the Council's composition.
- (b) Nominating: A nomination for Council must be proposed by a financial member, seconded by another financial member, and forwarded to the CEO so as to be received in writing, signed by the nominee, the proposer and the seconder, no later than 30 April in election year.
- (c) Pre-qualification selection: Upon the close of nominations the CEO must forward all valid nominations to the Appointments Panel, which must conduct a pre-qualification selection process in accordance with clause 13.8 and notify the CEO of the Qualified candidates no later than 31 July in election year.

15.5 Unopposed Elections

If in any election year the number of Qualified candidates is fewer than or equal to the number of positions to be elected to the Council, then all the Qualified candidates shall be declared to have been elected unopposed for a term of four years.

15.6 Voting Papers

- (a) If there are more Qualified candidates than the number of positions to be elected to the Council, the CEO will prepare Voting papers in proper form for distribution to all Voting Members.
- (b) The CEO will ensure that Voting papers and voting information (including the deadline for return of Voting papers) are sent to all Voting Members no later than 31 August in election year.
- (c) Voting papers must be returned so as to be received by the CEO no later than 30 September in election year. Any voting papers received after that date will not count.
- (d) After 30 September in an election year the CEO shall ensure that:
 - i. votes are counted according to the Council's regulations on the preferential voting system and in the presence of an independent scrutineer appointed by the CEO; and
 - ii. all financial members are notified of the election results by no later than 31 October in that year.

16. FINANCIAL OVERSIGHT

VSA's financial year starts on 1 July in each year and ends on 30 June in the following year.

- (a) The funds of VSA shall be under the control of Council which may delegate to the CEO in writing the day-to-day management of those funds including criteria for investment funds.

- (b) Council shall determine the appropriate level of risk for investments to ensure maximisation of long term returns consistent with prudent levels of risk, whilst maintaining sufficient liquidity to enable VSA to meet its day-to-day financial commitments.
- (c) The Council shall delegate the opening, closing and operation of bank accounts to the CEO who shall determine which managers' and/ or Council members' signatures are registered with the bank as authorised signatories having due regard to maintaining a sufficient number of signatories for VSA to carry out its day-to-day operations.
- (d) Two authorised signatories shall be required to authorise every payment from a New Zealand bank account.
- (e) One authorised signatory shall be required to authorise every payment from an overseas bank account where sole authority is necessary.

17. ACCOUNTS

The CEO must keep proper financial records of the VSA's funds in accordance with accepted accounting practice and shall ensure that they are submitted to VSA's external auditor within 10 weeks of the end of the financial year.

- (a) At every regular meeting of the Council, the CEO shall present financial reports and financial statements for the period since the last reports were presented.

18. VSA NATIONAL OFFICE

The VSA Council shall determine the location of the VSA Head Office.

19. MINUTES

The CEO shall prepare minutes of all General Meetings and all meetings of the Council, which shall be signed by the Chair of the meeting at which the minutes are received and approved. All minutes of Council shall be regarded as confidential unless otherwise determined by Council.

20. COMMON SEAL

- (a) The CEO will have custody of the common seal, and from time to time by resolution, the Council may adopt any seal it thinks fit.
- (b) The common seal must not be affixed to any document unless the Council has already authorised its use on that document. And when a document is to be sealed on the prior authority of the Council the seal must be affixed to the document in the presence of two Council members who must sign the document.

21. AMENDMENTS TO VSA CONSTITUTION

- (a) This Constitution may be amended by a resolution to that effect passed at a general meeting by a majority of at least two-thirds of the valid votes cast in accordance with clause 12.
- (b) When the Council provides financial members with at least 14 days' Written Notice of a proposed amendment to this Constitution to be considered at a general meeting or Annual General Meeting, it shall include a written report on the proposal stating whether the Council is satisfied that the proposed amendment does not prejudice VSA's charitable nature, and in particular the efficacy of clauses 3, 8.7 and 10 in meeting the requirements for any exemption available to charities under the New Zealand revenue laws.

22. WINDING UP

- (a) VSA shall not be wound up unless:
 - i. a resolution to that effect is passed at an Ordinary General Meeting called for that purpose or at an Annual General Meeting; and
 - ii. Written Notice of the resolution was sent to all financial members at least 14 days prior to the meeting being held, and
 - iii. the resolution is confirmed at a later general meeting called for that purpose and held not earlier than 30 days after the resolution was passed.
- (b) Upon the winding up of VSA the Council must give or transfer all surplus assets after the payment of costs, debts and liabilities:
 - i. to another charitable organisation or body within New Zealand having similar purposes to VSA; or
 - ii. for some other charitable purpose or purposes.

23. DEFINITIONS

In this Constitution, unless the context requires otherwise:

- (a) *Accompanying partner* means the partner of a Volunteer who is identified during the selection process before the Volunteer leaves New Zealand to take up their assignment and who accompanies the Volunteer into the field for all or most of the assignment.
- (b) *Appointments Panel* means the Appointments Panel appointed by the VSA Council under Clause 13.7.
- (c) *CEO* means the Chief Executive Officer for the time being of VSA;
- (d) *Committees*: Both standing committees and ad hoc committees are established by resolution of the Council as required by Council from time to time in accordance with Clause 13.7(d).
- (e) *Foundation means the Volunteer Service Abroad Foundation*, the body established on 4 May 1984 and incorporated as a Charitable Trust under the Charitable Trusts Act 1957 on 18 May 1994, incorporation number: 607061. It was registered as a charitable entity under the Charities Act 2005 on 10 June 2008, registration number: CC25661. The Foundation was established to support, promote, encourage, and maintain the work of VSA and to further the aims and objects of VSA.
- (f) *Patron* means the person taking the honorary position described in clause 5.
- (g) *Period of service abroad* means the assignment period working with partner organisations located abroad or, if a volunteer's service abroad is ended early through no fault of the volunteer, the period the volunteer would have served if the volunteer's service has not ended early.
- (h) *Quality and Qualified* in relation to candidates for Council elections means a nominated candidate who has been qualified for election by the Appointments Panel in accordance with Clause 13.8.
- (i) *Related Person* for the purposes of clauses 8.7 10.1 and 10.2 and in relation to any business to which section CW42 of the Income Tax Act 2007 applies, means a person specified in paragraphs (i) to (iv) of subsection (5)(b) of that section, the persons currently specified being:
 - a settlor or trustee of the trust by which the business is carried on; or
 - i. A settlor or trustee of the trust by which the business is carried on: or
 - ii. a shareholder or director of the company by which the business is carried on; or
 - iii. a settlor or trustee of a trust that is a shareholder of the company by which the business is carried on; or

- iv. a person associated with a settlor, trustee, shareholder, or director already mentioned in this definition.
- (j) *Residing in New Zealand* may include a period of living overseas unless the person no longer has a permanent place of abode in New Zealand and is absent from New Zealand for more than 325 days in any 12-month period.
- (k) *Returned volunteer* means a VSA volunteer who has carried out an assignment to the satisfaction of VSA.
- (l) *Teleconference Meeting* for the purposes of clause 13.5 means a meeting where the participants are contemporaneously linked by telephone or some other means of instant audio or audio and visual communication.
- (m) *Volunteer* refers to a person who contracts with VSA in return for development services to meet the purposes as defined in Clause 3 (a) and may be paid a living allowance, expenses and have accommodation provided.
- (n) *Voting Member* means a financial member excluding any financial member who has advised VSA in writing that he or she has decided to be a non-voting member.
- (o) *Voting Information* includes a clear explanation of the preferential voting system used by VSA and clear voting instructions and may also include biographical and other information supplied by each candidate in accordance with specifications set by the Council.
- (p) *Written Notice* means a notice sent by post or by electronic means to the address of a member recorded by VSA in its membership records.