



CONSTITUTION OF MUSIC THERAPY NEW ZEALAND INCORPORATED | TE RŌPŪ PUORO WHAKAORA O AOTEAROA UNDER THE INCORPORATED SOCIETIES ACT 2022

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1. NAME

- 1.1. The name of the organisation is Music Therapy New Zealand Incorporated | Te Rōpū Puoro Whakaora o Aotearoa (in these **Rules** referred to as MThNZ) or such other name approved by a unanimous resolution of the **Board** and in accordance with the **Act**. MThNZ was incorporated from 1973-2025 as the New Zealand Society for Music Therapy Incorporated (NZSMT) under the Incorporated Societies Act 1908.
- 1.2. MThNZ is registered under the Incorporated Societies Act 2022. The first Certificate of Incorporation under the name NZSMT is dated 14 September 1973 (WN/217570).
- 1.3. MThNZ is a charity registered under the Charities Act 2005, No.CC30597 and was registered on 30 June 2008.
- 1.4. Incorporated Societies and Charities Services may share information (Section 251 of the Act).

2. DEFINITIONS

In these **Rules**, unless the context requires otherwise, the following words and phrases have the following meanings:

‘**Act**’ means the Incorporated Societies Act 2022 or any Act which replaces it (including amendments to it from time to time), and any regulations made under the Act or under any Act which replaces it.

‘**Annual General Meeting**’ means a meeting of the **Members** of MThNZ held once a year which, among other things, will receive and consider reports on MThNZ’s activities and finances.

‘**Associated Person**’ means a person who:

- may have a financial benefit from any matter being dealt with by any **Member** (as a **Member**, or in any **General Meeting**, or otherwise for MThNZ) where that person is the spouse, civil union, partner, de facto partner, child, parent, grandparent, grandchild, or first cousin of the **Member**,
- may have a financial interest in a person to whom any matter being dealt with by any **Member** (as a **Member**, or in any General Meeting, or otherwise for MThNZ) relates;
- is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom any matter being dealt with by any **Member** (as a **Member**, or in any General Meeting, or otherwise for MThNZ) relates;
- may be interested in the matter because MThNZ’s **Constitution** so provides.

But no such **Member** shall be deemed to have any such interest:

- merely because that **Member** receives an indemnity, insurance cover, remuneration, or other benefits authorised under the Act; or
- if that **Member’s** interest is the same or substantially the same as the benefit or interest of all or most other **Members** of MThNZ due to the membership of those **Members**; or
- if that **Member’s** interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence that **Member** in carrying out that **Member’s** responsibilities under this **Act** or MThNZ’s **Constitution**, or

- if that **Member** is an officer of a union and that **Member's** interest is merely as an employee that will benefit from the union acting in the ordinary course of promoting its members' collective employment interests.

'Chair' means the **Board Member** responsible for, among other things, overseeing the governance and operations of MThNZ and chairing **General Meetings**. See Rule 8.1.1 and Appendix 1, Rule 18 for further detail.

'Board' means MThNZ's governing body.

'Board Member' means a member of the **Board**, including the **Chair**, **Secretary**, and **Treasurer**, and any other person deemed to be an "officer" as defined in the Act.

'Body Corporate' means a Body Corporate that may be a **Member** and is deemed by the **Act** to be the equivalent of three (3) **Members** for the purpose of determining the number of **Members** under section 8 and 74 of the **Act**.

Board Management Group (BMG) means the group appointed by the **Board** under Appendix 1, Rule 5 to be responsible for implementing **Board** decisions and for dealing with day-to-day issues.

'Constitution' means the document that includes all the **Rules** of MThNZ approved by the Registrar of Incorporated Societies.

'Deputy Chair' means the **Board Member** elected or appointed to deputise in the absence of the **Chair**. See Rule 8.1.1. and Appendix 1, Rule 2, for further detail.

'Financial Year' is 1 April to 31 March each year.

'In writing' includes hard copy or email and may include electronic signatures.

'General Meeting' means any meeting held for **Members** and includes an **Annual General Meeting** or **special general meeting** of MThNZ and any other meeting prescribed in the **Rules**.

'Levy' means a fee in addition to the annual subscription that has been agreed to be paid by **Members** for a special purpose as agreed at an **Annual** or **Special General Meeting**.

'Matter' means (a) MThNZ's performance of its activities or exercise of its powers; or (b) an arrangement, agreement, or contract (a transaction) made or entered into, or proposed to be entered into, by MThNZ.

'Member' means a person or **Body Corporate** as provided in Rule 6.2 which is a **Member** of MThNZ.

'Natural Person' means an individual person as distinct from a **Body Corporate**.

'New Zealand Registered Music Therapist' means a music therapist who is registered by the New Zealand Music Therapy Registration Board (known as '**NZ RMTh**').

'New Zealand Music Therapy Registration Board' (referred to in these **Rules** as **Registration Board**) means the Registration Board set up by MThNZ to register music therapists and issue annual practising certificates to persons who meet the criteria required for registration, and to manage the Principles for Ethical Music Therapy Practice in Aotearoa New Zealand.

'Notice' to Members includes any notice given by post, courier, or email.

'Present' means those attending in person or by audio, audio and visual, and through electronic communication if used that are recorded as in attendance at the meeting.

‘President’ means a person as provided in 6.2.1(e).

‘Register of Interests’ means the register of interests of **Board Members** kept under these **Rules**.

‘Register of Members’ means the register of **Members** kept under these **Rules**.

‘Rules’ means the rules in this document.

‘Secretary’ means the **Board Member** responsible for, among other things, keeping the **Register of Members**, the **Register of Interests**, and recording the minutes of **General Meetings** and **Board** meetings.

‘Special General Meeting’ means a meeting of **Members**, other than an **Annual General Meeting**, called for a specific purpose or purposes.

‘Treasurer’ means the **Board Member** responsible for, among other things, overseeing the finances of MThNZ.

“Working Day” has the meaning set out in the Legislation Act 2019, namely.

Working day means a day of a week other than—

- (a) a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign’s birthday, Te Rā Aro ki a Matariki/Matariki Observance Day, and Labour Day; and
- (b) a day in the period commencing with 25 December in a year and ending with 2 January in the following year; and
- (c) if 1 January falls on a Friday, the following Monday; and
- (d) if 1 January falls on a Saturday or a Sunday, the following Monday and Tuesday; and
- (e) if Waitangi Day or Anzac Day falls on a Saturday or a Sunday, the following Monday

‘Working Group’ means any group established with the approval of the **Board** to carry out activities related to the purposes of the MThNZ and includes the Special Interest Groups (SiGs).

3. PURPOSES

- 3.1. MThNZ is established and maintained exclusively for charitable purposes (including any purposes ancillary to those charitable purposes), namely to benefit the community by provision of services to:
 - 3.1.1. Raise awareness and understanding of music therapy;
 - 3.1.2. Advance the provision of music therapy to all who will benefit from these services including but not limited to those in the disability, health, education, palliative care, prisons, and aged care communities; this includes advocating for equity in training and service delivery in our communities;
 - 3.1.3. Maintain standards of ethical practice to protect the safety of all clients;
 - 3.1.4. Advance research of music therapy in a range of settings, including the health and education sectors;
 - 3.1.5. Provide funding for study, research and activities that aim to advance the provision of music therapy in specific areas where there is an identified need;

- 3.1.6. Develop relationships with relevant stakeholders;
- 3.1.7. Contribute to the advancement of hauora Māori;
- 3.1.8. Have a commitment to honouring te Tiriti o Waitangi.
- 3.2. Any income, benefit, or advantage must be used to advance the charitable purposes of MThNZ.
- 3.3. No **Member**, or **Associated Person**, is allowed to take part in, or influence any decision made by MThNZ in respect of payment to, or on behalf of, the **Member** or **Associated Person** of any income, benefit, or advantage.
- 3.4. Any payments made to a **Member** or **Associated Person** must be for goods and services that advance the charitable purpose and must be reasonable and relative to payments that would be made between unrelated parties.
- 3.5. In line with the purposes for which MThNZ is established, any policies, practices and customs that reflect Aotearoa New Zealand's cultural diversity will be encouraged and in particular they will have regard to the provisions, the spirit and intent of te Tiriti o Waitangi.
- 3.6. The **Act** and Regulations: Nothing in this **Constitution** authorises MThNZ to do anything which contravenes or is inconsistent with the **Act**, any regulations made under the **Act**, or any other New Zealand legislation.

4. REGISTERED OFFICE

- 4.1. The Registered Office of MThNZ shall be at such place in New Zealand as the **Board** from time to time determines, and changes to the Registered Office shall immediately be notified to the Registrar of Incorporated Societies in a form and as required by the Statute.

5. RESTRICTIONS ON MThNZ's POWERS

- 5.1. MThNZ's activities must not be carried on for the financial gain of any of its **Members**.

6. MEMBERS

6.1. Minimum number of Members

MThNZ shall maintain the minimum number of **Members** required by the **Act**; under the 2022 Act this is ten (10) **Members**.

6.2. Types of Members

- 6.2.1. The classes of Membership and the method by which **Members** are admitted to different classes of Membership are as follows:
 - (a) **Member:** A **Member** is an individual or **Body Corporate** (which equates to three (3) **Members** for the purpose of determining the number of **Members** under section 8 and 74 of the **Act**) admitted to Membership under these **Rules** and who or which has not ceased to be a **Member**. Categories of **Members** may include, but are not limited to, **NZ RMThs**, Friends, Students and/or **Corporate Members**.
 - (b) **Life Member:** A Life Member is a person honoured for highly valued services to MThNZ, elected as a Life Member by resolution of a **General Meeting** passed by a simple majority of those **Members** present and voting. A Life Member shall have all the rights

and privileges of a **Member** and shall be subject to all the same duties as a **Member** except those of paying a subscription.

- (c) **Co-opted Member:** A Co-opted Member is a person co-opted by the **Board** to join MThNZ by resolution passed unanimously by the **Board** at the time. A Co-opted Member shall have all the rights and privileges of a **Member** and shall be subject to all the same duties as a **Member** except those of paying a subscription.
- (d) **Honorary Member:** An Honorary Member is a person honoured for services to MThNZ or in an associated field elected as an Honorary Member by resolution of a **General Meeting** passed by a simple majority of those present and voting. An Honorary Member has no Membership right, privileges or duties.
- (e) **President:** The **President** of MThNZ shall be elected by a ballot of all **Members** for a period of two (2) years and be eligible for re-election. The **President** will usually have served a minimum of two (2) terms on the **Board**, the **Registration Board** or have led a MThNZ Working Group or special interest group and/or be able to demonstrate a strong commitment to the advocacy and championing of music therapy in New Zealand. If no suitable nominations are received then the role may be left vacant providing there is at least one President Emeritus for MThNZ.
- (f) **President Emeritus:** On recommendation of the **Board** in recognition of distinguished and valuable service rendered to MThNZ, a retiring or retired **President** may be made a President Emeritus of MThNZ. More than one President Emeritus may hold office simultaneously.

6.3. **Becoming a Member: consent**

Every applicant for Membership must consent **in writing** to becoming a **Member** and to adhering to the **Constitution** of MThNZ.

6.4. **Becoming a Member: process**

An applicant for Membership must complete and sign an application form and supply any information as required by the **Board**. The **Board** may accept or decline an application for Membership and may ask for an interview. The **Board** must advise the applicant of its decision if membership is declined.

6.5. **Obligations and rights**

Every **Member** shall provide MThNZ with that **Member's** name and contact details (including postal or email address, telephone number(s), and date of joining MThNZ) and promptly advise MThNZ of any changes to those details. Membership does not confer on any **Member** any right, title, or interest (legal or equitable) in the property of MThNZ.

6.6. **Other obligations and rights**

- 6.6.1. All **Members** (including **Board Members**) shall promote the interests and purposes of MThNZ and shall do nothing to bring MThNZ into disrepute.
- 6.6.2. A **Member** is only entitled to exercise the rights of Membership (including attending and voting at **General Meetings**, accessing or using MThNZ's premises, facilities, equipment and other property) if all subscriptions and any other fees have been paid to MThNZ by due date, but no **Member** or Life Member is liable for an obligation of MThNZ by reason only of being a **Member**.

6.6.3. Any **Member** that is a **Body Corporate** shall provide the Secretary with the name and contact details of the person who is the organisation's authorised representative, and that person shall be deemed to be the organisation's proxy for the purposes of voting at **General Meetings**.

6.6.4. The **Board** may decide what access or use **Members** may have of or to any premises, facilities, equipment or other property owned, occupied or otherwise used by MThNZ, including any conditions of and fees for such access or use.

6.7. Subscriptions and fees

6.7.1. The annual subscription and any other fees for Membership for the then current **Financial Year** shall be fixed by the **Board** in office at the commencement of the **Financial Year** provided always that the annual subscription in any one year may not be increased by the **Board** pursuant to this Rule by an amount exceeding 40% of the amount of the annual subscription in force the preceding year.

6.7.2. Any **Member** failing to pay the annual subscription (including any periodic payment), any **levy**, or other fees, within one (1) calendar month of the date the same was due for payment shall be considered as unfinancial and shall (without being released from the obligation of payment) have no Membership rights and shall not be entitled to participate in any MThNZ activity or to access or use MThNZ premises, facilities, equipment and other property until all the arrears are paid. If such arrears are not paid within two (2) months of the due date for payment of the subscription, any other fees or **levy** the **Board** may terminate the **Member's** Membership (without being required to give prior **Notice** to that **Member**).

6.8. Ceasing to be a Member

A **Member** ceases to be a **Member**:

6.8.1. on death (or if a **Body Corporate** on liquidation, winding up, or removal from the applicable register (or equivalent) or if a partnership on dissolution of the partnership); or

6.8.2. by resignation from that **Member's** class of Membership by notice to the **Secretary**, or

6.8.3. on termination of a **Member's** Membership following:

(a) a dispute resolution process under these **Rules**,

(b) not paying the annual subscription as provided for in Rule 6.7.2, or

(c) a resolution of the **Board** where, in the opinion of the **Board**, the **Member** brings MThNZ into disrepute in accordance with Rule 6.6.1,

with effect from the death of the **Member** or the date of receipt by the **Secretary** of any subsequent date stated in the notice of resignation, or the date of termination of Membership under these **Rules**.

6.9. Obligations on resignation

A **Member** who resigns or when Membership is terminated under these **Rules**:

6.9.1. remains liable to pay all subscriptions and other fees to MThNZ's next balance date, and

6.9.2. shall cease to hold themselves as a **Member** of MThNZ, and

6.9.3. shall return to MThNZ all material provided to **Members** by MThNZ (including any Membership certificate, badges, handbooks and/or manuals), and

6.9.4. shall cease to be entitled to any of the rights of a **Member**.

6.10. **Becoming a Member again**

Any former **Member**, for whatever reason, may apply for re-admission in the manner prescribed for new applicants, and may be re-admitted only by resolution of the **Board**.

7. **GENERAL MEETINGS**

7.1. **Procedure**

7.1.1. The **Board** shall give all **Members** at least ten (10) Working Days' **Notice** of any **General Meeting** and of the business to be conducted at that **General Meeting** and shall provide **notice** of the date of the meeting and draft business to be discussed at least twenty (20) **Working Days** before any such meeting to allow any **Member** motion to be sent to the Secretary and advised to all **Members** in accordance with Rule 7.5.7.

7.1.2. The **General Meeting** and its business will not be invalidated simply because one or more **Members** do not receive the **Notice**.

7.1.3. All **Members** may attend, speak and vote at **General Meetings**:

- (a) in person, or by audio or audio and visual or electronic communication,
- (b) by a signed original written or emailed proxy on the MThNZ form in favour of the individual entitled to be present at the meeting and received by 5pm on the day preceding the **General Meeting**,
- (c) through the authorised representative of a **Body Corporate** as notified to the **Secretary** pursuant to Rule 6.6.3, and

no other proxy voting shall be permitted.

7.2. **Quorum:**

7.2.1. No **General Meeting** may be held unless at least ten (10) eligible **Members** including proxy voters attend. This will constitute a quorum.

7.2.2. If within half an hour after the time appointed for a meeting a quorum is not present, the meeting – if convened upon request of **Members** – shall be dissolved; in any other case it shall stand adjourned to a day, time and place determined by the **Chair** of MThNZ. If at such adjourned meeting a quorum is not present those present in person or by proxy shall be deemed to constitute a sufficient quorum, provided there are at least seven (7) **Members/Proxies** present. Any decisions made when a quorum is not present are not valid.

7.3. **General Meetings** may be held at one or more venues using any real-time audio, audio and visual, or electronic communication that gives each **Member** a reasonable opportunity to participate.

7.4. All **General Meetings** shall be chaired by the **Chair/Deputy Chair**. If the **Chair/Deputy Chair** is absent, the meeting shall elect another **Board Member** to chair that meeting.

7.5. **Voting:**

7.5.1. Any person chairing a **General Meeting** has a deliberative vote and, in the event of a tied vote, a casting vote.

- 7.5.2. All resolutions at a **General Meeting** of MThNZ, unless otherwise provided in these **Rules**, shall be carried by a majority of votes cast by **Members** present, (which includes audio, audio and visual, or electronic communication) unless otherwise provided in these **Rules**.
- 7.5.3. Each **Member** shall be entitled to one (1) vote or as provided under the **Act**. **Body Corporate Members** are entitled to three (3) votes.
- 7.5.4. Voting shall be on a show of hands (which includes those present by audio, and audio and visual or electronic communication unless any person present shall demand a ballot.
- 7.5.5. A Proxy vote must be received by 5pm on the day preceding the **General Meeting** on the prescribed form with the proxy being a **Member** of MThNZ.
- 7.5.6. The **Board** may put forward motions for MThNZ to vote on ("**Board Motions**"), which shall be notified to **Members** with the **notice** of the **General Meeting**.
- 7.5.7. Any **Member** may request that a motion be voted on ("**Member's Motion**") at a **General Meeting**, by giving notice to the Secretary at least fifteen (15) **Working Days** before that meeting. The **Member** may also provide information in support of the motion ("**Member's Information**").
- 7.6. **Minutes:** Minutes must be kept by the **Secretary** for all **General Meetings** and meetings of the **Board** and **Board Management Group**. There is an expectation that minutes or a record of any meeting is taken by all **Working Groups** (see Appendix 1, Rule 7.2.6)
- 7.7. **Annual General Meetings**

Annual General Meetings shall be held no later than six (6) months after the balance date of MThNZ, on a date and at a location determined by the **Board** and consistent with any requirements in the **Act**, and the **Rules** relating to the procedure to be followed at **General Meetings** shall apply.
- 7.8. **Annual General Meeting: business**
 - 7.8.1. The business of an **Annual General Meeting** shall be to:
 - (a) confirm the minutes of the previous **Annual General Meeting**,
 - (b) adopt the annual report on MThNZ's business,
 - (c) adopt the **Treasurer's** Report on the finances of MThNZ, and the annual Performance Report,
 - (d) confirm the election of the incoming **Board** and **President** in accordance with Rule 8.6,
 - (e) consider any motions and /or reports, including te Tiriti o Waitangi responsiveness plan,
 - (f) consider any general business.
 - 7.8.2. The **Board** must, at each **Annual General Meeting**, present the following information:
 - (a) an annual report on the affairs of MThNZ during the most recently completed accounting period,
 - (b) the annual financial statements for that period, and

- (c) notice of any disclosures of conflicts of interest made by **Board Members** during that period (including a brief summary of the **matters**, or types of **matters**, to which those disclosures relate).

7.9. **Special General Meetings**

- 7.9.1. **Special General Meetings** may be called at any time by the **Board** by resolution. The **Board** must call a **Special General Meeting** if the **Secretary** receives a written request signed by at least ten (10) percent of **Members**. Any resolution or written request must state the business that the **Special General Meeting** is to deal with.
- 7.9.2. The **Rules** relating to the procedure to be followed at **General Meetings** shall apply to a **Special General Meeting**, and a **Special General Meeting** shall only consider and deal with the business specified in the **Board's** resolution or the written request by **Members** for the Meeting.

7.10. **Written resolutions:** Written resolutions may not be passed in lieu of a **General Meeting**.

8. **BOARD**

8.1. **Composition**

- 8.1.1. The **Board** will consist of at least six (6) and up to eight (8) **Members** who are **natural persons** and not disqualified by these **Rules** or the **Act**. The **Board** will include: a **Chair**, a **Deputy Chair**, and a **Secretary** and a **Treasurer** (who may be the same person).
- 8.1.2. At least half of the **Board** must be **NZ Registered Music Therapists**, elected by a ballot as provided for in these **Rules**.
- 8.1.3. In addition, the **Board** shall have the power to co-opt not more than four (4) persons who shall serve on the **Board** until the next election. All **Board Members** shall have the rights and privileges of Membership, including voting, but co-opted persons are not liable to pay a subscription, if not a **Member**.
- 8.1.4. The **Board** may appoint any person (who need not be a member of the **Board** nor a **Member**) to perform any special function or fill any special office, whether honorary or paid, and if paid, fix their remuneration. Any person appointed shall continue in office as determined by the **Board**.
- 8.1.5. See Appendix 1 for further details including the **Board** roles and responsibilities.

8.2. **Function**

From the end of each **Annual General Meeting** until the end of the next, MThNZ shall be governed by the **Board**, which shall be accountable to the **Members** for the advancement of MThNZ's purposes and the implementation of resolutions approved by any **General Meeting**.

8.3. **Powers**

Subject to these **Rules** and any resolution of any **General Meeting**, the **Board** may:

- 8.3.1. exercise all MThNZ's powers, other than those required by the **Act** or by these **Rules** to be exercised by MThNZ in a **General Meeting**, and
- 8.3.2. enter into contracts on behalf of MThNZ or delegate such power to a **Board Member**, **Working Group**, independent contractor, employee, or other person.

8.4. Board Member duties

At all times each **Board Member**:

- 8.4.1. will act in good faith and in what they believe to be the best interests of MThNZ, including not pursuing their own interests at the expense of MThNZ's interests. See Appendix 1 for duties relating to declaring interests and managing conflict of interests;
- 8.4.2. will exercise all powers for a proper purpose;
- 8.4.3. will not act, or agree to MThNZ acting, in a manner that contravenes the law or this **Constitution**;
- 8.4.4. when exercising powers or performing duties as a **Board Member**, will exercise care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances taking into account, but without limitation, the nature of MThNZ, the nature of the decision, and the position of the **Board Member** and the nature of the responsibilities undertaken;
- 8.4.5. will not agree to, or cause or allow the activities of MThNZ to be carried on in a manner likely to create a substantial risk of serious loss to MThNZ or its creditors;
- 8.4.6. will not agree to MThNZ incurring an obligation unless they believe at that time on reasonable grounds that MThNZ will be able to perform the obligation when it is required to do so;
- 8.4.7. have a willingness to learn and understand te ao Māori.

8.5. Qualifications

- 8.5.1. Prior to election or appointment, every **Board Member** must consent **in writing** to be a **Board Member** and certify **in writing** that they are not disqualified from being appointed or holding office as a **Board Member** by these **Rules** or the **Act**.
- 8.5.2. The following persons are disqualified from being appointed or holding office as a **Board Member**:
 - (a) a person who is under 16 years of age;
 - (b) a person who is an undischarged bankrupt;
 - (c) a person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Financial Markets Conduct Act 2013, or the Takeovers Act 1993;
 - (d) a person who is disqualified from being a member of the Board of a charitable entity under section 31(4)(b) of the Charities Act 2005;
 - (e) a person who has been convicted of any of the following, and has been sentenced for the offence, within the last seven (7) years:
 - (i) an offence under subpart 6 of Part 4,
 - (ii) a crime involving dishonesty (within the meaning of section 2 (1) of the Crimes Act 1961,
 - (iii) an offence under section 143B of the Tax Administration Act 1994,

- (iv) an offence, in a country other than New Zealand, that is substantially similar to an offence specified in subparagraphs (i) to (iii),
 - (v) a money laundering offence or an offence relating to the financing of terrorism, whether in New Zealand or elsewhere;
- (f) a person subject to:
 - (i) an order under section 108 of the Credit Contracts and Consumer Finance Act 2003; or
 - (ii) a forfeiture order under the Criminal Proceeds (Recovery) Act 2009; or
 - (iii) a property order made under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under Section 32 of that Act;
- (g) a person who is disqualified from being a member of the Board of a charitable entity under section 16 of the Charities Act 2005.

8.6. Election and Term

- 8.6.1. **Election: Board Members** and the **President** are elected, and the election process is set out in Appendix 1.
- 8.6.2. **Term:** The term of office for all **Board Members** shall be two years.
- 8.6.3. No **Board Member** or **President** shall serve for more than three (3) consecutive terms.
- 8.6.4. No **Chair** shall serve for more than three (3) consecutive terms as **Chair**.
- 8.6.5. In the case of resignation or removal of a **Board Member**, the office vacated can remain vacant until the next **Annual General Meeting**, or a person can be co-opted for the remainder of the elected period.

8.7. Insurance and Indemnity

- 8.7.1. To the extent permitted under the **Act**, MThNZ will:
 - (a) effect insurance for the benefit of **Board Members** where it is both cost effective and the risks are insurable;
 - (b) fully indemnify **Board Members** for areas not, or unable to be, covered by insurance.
- 8.7.2. MThNZ is not permitted to insure or indemnify a **Board Member** against criminal liability, or a liability that arises from a failure to act in good faith and in what the **Board Member** believes to be in the best interests of MThNZ.

8.8. Removal of Board Member

Where a complaint is made about the actions or inaction of a **Board Member** and not in the **Board Member's** capacity as a **Member** of MThNZ, including being absent without notice for three (3) successive **Board** meetings, and discriminatory behaviour including racism or bullying, clause 12.9 applies.

8.8.1. If the complaint is upheld the **Board Member** may be removed from the **Board** by a resolution of the **Board** or a **General Meeting**, in either case, passed by a simple majority of those **present** and voting.

8.9. **Cessation of Board Membership**

A **Board Member** shall be deemed to have ceased to be a **Board Member** if that person ceases to be a **Member** unless co-opted under special provisions. Each **Board Member** shall within ten (10) **Working Days** of submitting a resignation or ceasing to hold office, deliver to the **Secretary** all books, papers and other property of MThNZ held by such former **Board Member** and delete all such material held in electronic material on their devices, and certify to the **Secretary** that they have done so.

9. **RECORDS**

9.1. **Register of Members**

The **Secretary** shall keep an up-to-date **Register of Members**, recording for each **Member** their name, contact details, the date they became a **Member**, and any other information required by these **Rules** or prescribed by Regulations under the **Act**. The purpose of this information is to allow the organisation to distribute information to **Members** by email and at times by mail. On resignation the contact information will be deleted within a reasonable period.

9.2. **Contents of Register of Members**

The information contained in the **Register of Members** shall include each **Member's**:

- 9.2.1. postal or email address (preferably both)
- 9.2.2. phone number (landline or mobile)
- 9.2.3. date of the **Member** becoming a **Member**
- 9.2.4. details of whether the **Member** is financial or unfinancial.

9.3. Every **Member** shall promptly advise the Secretary of any change of their contact details.

9.4. **Access to Register of Members**

With reasonable notice and at reasonable times, the **Secretary** shall make the **Register of Members** available for inspection by **Members** and **Board Members**. However, no access will be given to information on the **Register of Members** to any other person, other than as required by law.

10. **REGISTER OF INTERESTS AND OTHER INFORMATION**

10.1. The **Secretary** shall at all times maintain an up-to-date register of the interests disclosed by **Board Members**.

10.2. **Access to other information:**

10.2.1. A **Member** may at any time make a written request for information held by MThNZ. The request must specify the information sought in sufficient detail to enable the information to be identified.

10.2.2. MThNZ must, within a reasonable time after receiving a request:

- (a) provide the information, or

- (b) agree to provide the information within a specified period, or
- (c) agree to provide the information within a specified period if the **Member** pays a reasonable charge to MThNZ (which must be specified and explained) to meet the cost of providing the information, or
- (d) refuse to provide the information, specifying the reasons for the refusal.

Without limiting the reasons for which MThNZ may refuse to provide the information, MThNZ may refuse to provide the information if:

- (a) withholding the information is necessary to protect the privacy of **natural persons**, including that of deceased **natural persons**, or
- (b) the disclosure of the information would, or would be likely to, prejudice the commercial position of MThNZ or of any of its **Members**, or
- (c) the disclosure of the information would, or would be likely to, prejudice the financial or commercial position of any other person, whether or not that person supplied the information to MThNZ, or
- (d) withholding the information is necessary to maintain legal professional privilege, or
- (e) the disclosure of the information would, or would be likely to, breach an enactment, or,
- (f) the burden to MThNZ in responding to the request is substantially disproportionate to any benefit that the **Member** (or any other person) will or may receive from the disclosure of the information, or
- (g) the request for the information is frivolous or vexatious.

10.2.3. If MThNZ requires the **Member** to pay a charge for the information, the **Member** may withdraw the request, and must be treated as having done so unless, within then (10) **working days** after receiving notification of the charge, the **Member** informs MThNZ:

- (a) that the **Member** will pay the charge, or
- (b) that the **Member** considers the charge to be unreasonable.

10.3. Nothing in this Rule 10 limits Information Privacy Principle 6 of the Privacy Act 2020.

11. FINANCES

11.1. Control and management: The funds and property of MThNZ shall be:

- 11.1.1. controlled, invested and disposed of by the **Board**, subject to these **Rules**, and
- 11.1.2. devoted solely to the promotion of the purposes of MThNZ.

11.2. Accounting records must be kept: the **Board** must ensure that there are kept at all times accounting records that:

- 11.2.1. correctly record the transactions of MThNZ;
- 11.2.2. allow MThNZ to produce financial statements that comply with the requirements of the **Act**;

11.2.3. would enable the financial statements to be reviewed (if required under any legislation or MThNZ's **Constitution**).

11.3. The **Board** must establish and maintain a satisfactory system of control of MThNZ accounting records.

11.4. The accounting records must be kept for the current accounting period and for the last seven (7) completed accounting periods of MThNZ.

11.5. Annual financial statements must be prepared and registered: MThNZ must ensure that within six (6) months after the balance date of MThNZ, financial statements are:

11.5.1. completed in relation to MThNZ and that balance date, and

11.5.2. dated and signed by or on behalf of MThNZ by at least two (2) members of the **Board**.

11.6. The financial statements must be prepared in accordance with, in the case of a specified not-for-profit entity, generally accepted accounting practice.

11.7. MThNZ must ensure that within six (6) months after the balance date of MThNZ, copies of the financial statements of MThNZ for the period ending on that date are given to the Registrar for registration and/or Charities Services.

11.8. The annual financial statements shall be Reviewed and the auditor must make a formal report to **Members**.

11.9. The auditor's report must comply with the requirements of all applicable auditing assurance standards.

11.10. Balance Date: MThNZ's **Financial Year** shall commence on 1 April of each year and end on 31 March (the later date being MThNZ's balance date).

11.11. **Income and Property:** The income and property of MThNZ shall be applied solely towards the purposes of MThNZ and no part of it shall be paid or transferred by way of dividend or bonus to any **Member** of MThNZ, provided that this shall not prevent payment of a reasonable remuneration to an officer of MThNZ in return for services actually rendered to MThNZ and neither, notwithstanding Rule 3.4 or any other rule of MThNZ, shall it prevent any **Member** or **Board Member**, who is engaged in any professional, business or trade and who provides goods or services to MThNZ in that capacity, from being paid all reasonable and proper charges for those goods or services so provided to MThNZ.

12. DISPUTE RESOLUTION

12.1. Meanings of dispute and complaint

12.1.1. A dispute is a disagreement or conflict involving MThNZ and/or its **Members** in relation to specific allegations set out below.

12.1.2. The disagreement or conflict may be between any of the following persons—

- (a) 2 or more **Members**
- (b) 1 or more **Members** and MThNZ
- (c) 1 or more **Members** and 1 or more Officers
- (d) 2 or more Officers
- (e) 1 or more Officers and MThNZ

- (f) 1 or more **Members** or Officers and MThNZ.

12.1.3. The disagreement or conflict relates to any of the following allegations—

- (a) a **Member** or an Officer has engaged in misconduct
- (b) a **Member** or an Officer has breached, or is likely to breach, a duty under MThNZ's **Constitution** or bylaws or the **Act**
- (c) MThNZ has breached, or is likely to breach, a duty under MThNZ's **Constitution** or bylaws or the **Act**
- (d) a **Member's** rights or interests as a **Member** have been damaged or **Member's** rights or interests generally have been damaged.

12.2. A **Member** or an Officer may make a complaint by giving to the **Board** (or a complaints subcommittee) a notice **in writing** that—

12.2.1. states that the **Member** or Officer is starting a procedure for resolving a dispute in accordance with MThNZ's **Constitution**; and

12.2.2. sets out the allegation(s) to which the dispute relates and whom the allegation or allegations is or are against; and

12.2.3. sets out any other information or allegations reasonably required by MThNZ.

12.3. MThNZ 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—

12.3.1. states that MThNZ is starting a procedure for resolving a dispute in accordance with MThNZ's **Constitution**; and

12.3.2. sets out the allegation to which the dispute relates.

The information setting out the allegations must be sufficiently detailed to ensure that a person against whom an allegation or allegations is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that person to prepare a response.

12.4. A complaint may be made in any other reasonable manner permitted by MThNZ's **Constitution**.

12.5. All **Members** (including the **Board**) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to MThNZ's activities.

12.6. The complainant raising a dispute, and the **Board**, must consider and discuss whether a dispute may best be resolved through informal discussions, mediation, arbitration, or a tikanga-based practice. Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement.

12.7. How complaint is made

12.7.1. A **Member** or an Officer may make a complaint by giving to the **Board** (or a complaints subcommittee) a notice **in writing** that—

- (a) states that the **Member** or Officer is starting a procedure for resolving a dispute in accordance with MThNZ's **Constitution**; and

- (b) sets out the allegation or allegations to which the dispute relates and whom the allegation is against; and
- (c) sets out any other information reasonably required by MThNZ.

12.7.2. MThNZ may make a complaint involving an allegation or allegations against a **Member** or an Officer by giving to the **Member** or Officer a notice **in writing** that—

- (a) states that MThNZ is starting a procedure for resolving a dispute in accordance with MThNZ's **Constitution**; and
- (b) sets out the allegation to which the dispute relates.

12.7.3. The information given under Rule 12.7.1 or 12.7.2 must be sufficient to ensure that a person against whom an allegation is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that person to prepare a response.

12.7.4. A complaint may be made in any other reasonable manner permitted by MThNZ's **Constitution**.

12.8. **Person who makes complaint has right to be heard**

12.8.1. 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.

12.8.2. If MThNZ makes a complaint—

- (a) the MThNZ 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 MThNZ.

12.8.3. Without limiting the manner in which the **Member**, Officer, or MThNZ 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 MThNZ's written or verbal statement or submissions (if any) are considered by the decision maker.

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

12.9.1. This Rule applies if a complaint involves an allegation that a **Member**, an Officer, or the MThNZ (the 'respondent')—

- (a) has engaged in misconduct; or
- (b) has breached, or is likely to breach, a duty under MThNZ's **Constitution** or bylaws or this **Act**; or

- (c) has damaged the rights or interests of a **Member** or the rights or interests of **Members** generally.

12.9.2. The respondent has a right to be heard before the complaint is resolved or any outcome is determined.

12.9.3. If the respondent is MThNZ, an Officer may exercise the right on behalf MThNZ.

12.9.4. 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.

12.10. Investigating and determining dispute

12.10.1. MThNZ 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.

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

12.10.3. MThNZ may decide not to proceed further with complaint

12.11. Despite the 'Investigating and determining dispute' rule above, MThNZ may decide not to proceed further with a complaint if—

12.11.1. the complaint is considered to be trivial; or

12.11.2. the complaint does not appear to disclose or involve any allegation of the following kind:

- (a) that a **Member** or an Officer has engaged in material misconduct;
- (b) that a **Member**, an Officer, or MThNZ has materially breached, or is likely to materially breach, a duty under MThNZ's **Constitution** or bylaws or the **Act**;
- (c) that a **Member's** rights or interests or **Members'** rights or interests generally have been materially damaged:
 - (i) the complaint appears to be without foundation or there is no apparent evidence to support it; or
 - (ii) the person who makes the complaint has an insignificant interest in the **matter**; or

- (iii) the conduct, incident, event, or issue giving rise to the complaint has already been investigated and dealt with under the **Constitution**; or
- (iv) there has been an undue delay in making the complaint.

12.12. MThNZ may refer complaint

12.12.1. MThNZ 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.

12.12.2. MThNZ 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).

12.13. Decision makers

A person may not act as a decision maker in relation to a complaint if 2 or more members of the **Board** or a complaints subcommittee consider that there are reasonable grounds to believe that the person may not be—

12.13.1. **impartial**; or

12.13.2. **able** to consider the **matter** without a predetermined view.

13. WINDING UP

13.1. Process

13.1.1. MThNZ may be wound up, or liquidated, or removed from the Register of Incorporated Societies in accordance with the provisions of the **Act**.

13.1.2. MThNZ shall give **Notice** to all **Members** of the proposed motion to wind up MThNZ or remove it from the Register of Incorporated Societies and of the **General Meeting** at which any such proposal is to be considered, of the reasons for the proposal, and of any recommendations from the **Board** in respect to such **Notice** of motion.

13.1.3. Any resolution to wind up MThNZ or remove it from the Register of Incorporated Societies must be passed by two-thirds of all **Members present** and voting.

13.2. **Surplus assets:** If MThNZ is wound up, or liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any **Member**, and if any property remains after the settlement of MThNZ's debts and liabilities, that property must be given or transferred to a charity or organisation with the same or similar Purposes for a charitable purpose or purposes as defined in section 5(1) of the Charities Act 2005.

13.3. Nothing in these **Rules** allows an alteration, addition, amendment, or variation, which affects the exclusively charitable nature of MThNZ and in the event of a rescission of the **Rules**, new Rules which restore the charitable purposes of MThNZ must immediately be instituted.

14. ALTERATION TO THE RULES

14.1. Amending these **Rules**:

- 14.1.1. MThNZ may amend or replace these **Rules** at a **General Meeting** by a resolution passed by a two-thirds majority of those **Members present** and voting.
- 14.1.2. Any proposed motion to amend or replace these **Rules** shall be signed by at least twenty (20%) percent of eligible **Members** and given **in writing** to the **Secretary** at least thirty (30) **Working Days** before the **General Meeting** at which the motion is to be considered and accompanied by a written explanation of the reasons for the proposal.
- 14.1.3. At least twenty-one (21) **Working Days** before the **General Meeting** at which any amendment is to be considered the **Secretary** shall give to all **Members Notice** of the proposed motion, the reasons for the proposal, and any recommendations the **Board** has.
- 14.1.4. When an amendment is approved by a **General Meeting** it shall be notified to the Registrar of Incorporated Societies in the form and manner specified in the **Act** for registration, and shall take effect from the date of registration. MThNZ must continue to remain on the Charities Register.
- 14.1.5. When an amendment is approved by a **General Meeting** it shall be provided to Charities Services within three (3) months of the date of registration with the Registrar of Incorporated Societies.

15. CONTACT PERSON

- 15.1. MThNZ's contact person must be:
 - 15.1.1. at least 18 years of age, and
 - 15.1.2. a **Board Member**, and
 - 15.1.3. at all times be resident in New Zealand, and
 - 15.1.4. not disqualified under the Statute from holding that office.
- 15.2. Any change in that Contact Person or that person's name or contact details shall be advised to the Registrar of Incorporated Societies within twenty-five (25) Clear Days of that change occurring, or MThNZ becoming aware of the change.

16. BYLAWS

The **Board** from time to time may make and amend bylaws, and policies for the conduct and control of MThNZ's activities and codes of conduct applicable to **Members**, but no such bylaws, policies or codes of conduct applicable to **Members** shall be inconsistent with the **Act**, regulations made under the **Act**, or these **Rules**.

APPENDIX 1

Board Matters and Processes

1. ELECTION

- 1.1. The **Board** and **President** shall be elected by ballot in accordance with the procedures for giving **Notice**.
- 1.2. At least three (3) months prior to the proposal election date, the **Board** shall:
 - 1.2.1. Set the Election Date for elections for the **Board** and **President** which shall be five (5) **Working Days** before the **Annual General Meeting**;
 - 1.2.2. Appoint a Returning Officer for those elections;
 - 1.2.3. Within ten (10) **Working Days** of determining the Election Date the **Secretary** shall give **Notice** to all **Members** calling for nominations for the **Board** and /or **President** positions requiring to be filled, and such **Notice** shall include a nomination form and shall specify the date such nominations must be in the hands of the Returning Officer appointed under subparagraph 1.2.2 above, such date being not less than twenty (20) **Working Days** prior to the Election Date;
- 1.3. **Board** nominees must be **Members**, and a candidate's written nomination shall be accompanied by written confirmation from the nominee that they are not disqualified from being appointed or holding office as a **Board Member** by these **Rules** or the **Act**, and be accompanied by a photograph and biography with a prescribed word limit; **NZ Registered Music Therapist** nominees must be registered in New Zealand and residing in New Zealand at the time of nomination and election;
 - 1.3.1. At least fifteen (15) **Working Days** prior to the election date, the **Secretary** shall give **Notice** to all **Members** of the nominations received for the **Board** and /or **President** and, in the event that there are a greater number than required for specific positions, forward a voting paper accompanied by the biographies and photographs of the candidates for election. Such voting paper shall specify the latest date (not less than five (5) **Working Days** prior to the election date) that it must be in the hands of the Returning Officer appointed by the **Board** to be counted as a valid vote;
 - 1.3.2. In the event of a ballot being required under subparagraph 1.3.1 above the candidate/s polling the highest number of votes of **Members** shall be declared elected by the Returning Officer;
 - 1.3.3. The failure for any reason of any **Member** to receive such **Notice** (under 1.2.3 and 1.3.1) shall not invalidate the election;
 - 1.3.4. In the event of any vote being tied, the tie shall be resolved by the **Board** (excluding those in respect of whom the votes are tied);
 - 1.3.5. Disclosure of voting results: voting results shall be provided to all **Members** at the **Annual General Meeting** and also included in a communication sent out to **Members** by email or on the website. The results will be recorded in the **Annual General Meeting** minutes.

2. CHAIR AND DEPUTY CHAIR

- 2.1. The **Chair** shall be a member of the **Board** and shall be elected by the **Board** at its first meeting held directly after the **Annual General Meeting** of MThNZ and shall hold office until the end of the first **Board** meeting after the next **Annual General Meeting**.
- 2.2. The **Chair** shall preside at all **Board** meetings and **General Meetings**.

2.3. The **Deputy Chair** shall be a member of the **Board** and shall be elected by the **Board** at its first meeting held after the **Annual General Meeting** of MThNZ and shall hold office until the end of the first **Board** meeting after the **Annual General Meeting**. The **Board** may elect a **Deputy Chair** for one or more terms.

2.4. If the **Chair** is absent from any **Board** or **General Meeting**, the **Deputy Chair** shall act as **Chair** and have the same functions and powers. If the **Chair** and **Deputy Chair** are both absent the **Members present** shall elect one of their number to act as **Chair** for that meeting only.

3. **TREASURER**

3.1. The **Treasurer** of MThNZ shall be appointed by the **Board** and is a member of the **Board**.

3.2. The **Board** may appoint a paid independent contractor or employee to assist with the functions of both **Treasurer** and/or **Secretary**. The person appointed may not be a member of the **Board** and has no voting rights.

3.3. The **Treasurer** shall keep a record of all business transacted by or in the name of MThNZ and shall put before the **Members** of MThNZ a statement of accounts for the preceding **Financial Year** as soon as possible after the first day of April in each year and as required under the **Act**.

3.4. The **Treasurer** shall keep a record of all **Members** and subscriptions as required under the **Act** including the **Register of Members**.

4. **SECRETARY**

4.1. The **Secretary** of MThNZ shall be appointed by the **Board** and is a member of the **Board**.

4.2. The **Board** may appoint a paid independent contractor or employee to assist with the functions of both **Secretary** and/or **Treasurer**. The person appointed may not be a member of the **Board** and has no voting rights.

4.3. The **Secretary** shall be present at all meetings of the **Board** unless they give prior notice they are unable to attend for any reason. .

4.4. The **Secretary** may be directed by the **Board** to perform such functions as it considers proper, including taking minutes and maintaining records, and archiving material in line with agreed policy. .

5. **BOARD MANAGEMENT GROUP**

5.1. There shall be a management group of the **Board**, known as the **Board Management Group (BMG)**, responsible for implementing **Board** decisions and for dealing with day-to-day issues as they arise. Meetings are usually held monthly and include approval of payments and other financial **matters**.

5.2. The **BMG** shall be appointed by the **Board** at the first meeting of the **Board** after the **Annual General Meeting** in each year and shall include at least three elected and/or co-opted **Members**, at least one of whom shall be a **NZ Registered Music Therapist** and include the **Chair** and the **Secretary** and/or **Treasurer**.

5.3. Decisions shall be made by consensus and if no agreement on a **matter** is reached, the relevant **matter** shall be referred back to the **Board**..

5.4. The quorum for a **BMG** meeting is two (2) elected and/or co-opted **Members**.

5.5. Minutes will be taken of all meetings and **matters** of substance, including decisions, reported to the **Board** at its next meeting

6. BOARD PROCEDURES

- 6.1. **Meetings:** the **Board** shall meet at least four (4) times per year, and as required at such times and places and in such manner (including audio, audio and visual, or electronic communication) as it may determine and otherwise where and as convened by the **Chair** or **Secretary**.
- 6.2. Meeting dates for the **Board** will usually be agreed upon annually for the following calendar year and meeting dates will be advised to all **Members**. The **Chair** has the discretion to change the dates after consultation with **Board Members**. A meeting of the **Board** shall be convened by at least five (5) **Working Days**' notice delivered to **Board Members**. A majority of the members of the **Board** or the **Chair** may convene a meeting of the **Board**.
- 6.3. **Quorum:** the quorum for **Board** meetings is a majority of the **Board** including at least one **NZ Registered Music Therapist**.
- 6.4. **Agenda and Papers:** Agenda and papers will be distributed to **Board Members** and attendees at least five (5) **Working Days** before the scheduled meeting. The papers are confidential to the **Board** and will not be disclosed or shared with any third party without the prior written approval of the **Chair** or the **Working Group** Convenor in relation to **Working Group** or Special Interest Groups.
- 6.5. **Decision-making:** Decisions of the **Board** or **Working Groups** will be made by consensus. Where consensus cannot be reached, the decision will be by majority vote. In the case of equality of votes, the relevant **Chair** has the casting vote. The **Board** or **Working Group** will accept the decision as binding, whether it is made by consensus or voting.

7. WORKING GROUPS (WG)

- 7.1. The **Board** may appoint a **Working Group** consisting of **Members** of MThNZ for such purposes as agreed with the **Board**. **Working Groups** shall elect their own convenor. Special Interest Groups, approved by the **Board**, are **Working Groups**. **Working Groups** will include the Tiriti o Waitangi working group that includes appropriate Māori representation where available.
- 7.2. Unless otherwise resolved by the **Board**:
 - 7.2.1. The quorum of every **Working Group** is half the members of the group;
 - 7.2.2. **Working Groups** shall have power to co-opt additional people who are not **Members** and will advise the **Board** of these additional people.
 - 7.2.3. A **Working Group** must not commit MThNZ to any financial expenditure without express authority of the **Board**, and
 - 7.2.4. A **Working Group** must not further delegate any of its powers or represent the **Board** unless agreed with the **Board**.
 - 7.2.5. A member of any **Working Group** may stand for **Board** or **President**.
 - 7.2.6. There is an expectation that minutes or a record of any meeting is taken and provided to the **Secretary** for filing in MThNZ's records.

8. NEW ZEALAND MUSIC THERAPY REGISTRATION BOARD

- 8.1. The **Registration Board** is a **Working Group** and operates independently of the **Board** by way of its processes and decision-making as required by Charities Services to meet the definition of a charity but is

within the umbrella of MThNZ. It is serviced by a Registrar and consists of the following four (4) **Registration Board** Members:

- 8.2. A **NZ Registered Music Therapist** (NZ RMTh) who is not a member of the MThNZ **Board**, and is appointed by the **Board** following the **Annual General Meeting** from nominations received from **Members** every three (3) years, renewable for further terms as the **Board** shall determine, and
- 8.3. Two persons with appropriate skills and knowledge appointed by the MThNZ **Board** for a period of three (3) years, renewable for further terms as the MThNZ **Board** shall determine. The appointees shall not be members of MThNZ's **Board** but may be part of any of its **Working Groups** and need not be **Members** of MThNZ.
- 8.4. An additional member to meet needs including conflicts of interest, and/or to provide for an international Registration Board member.
- 8.5. **Vacancy**: Upon a vacancy, the MThNZ **Board** will seek a recommendation for the replacement from the **Registration Board**. If there is disagreement about the recommendation, the **Chair** of the **Board** and the **Registration Board** Chair will discuss and agree on the best person to be recommended.
- 8.6. The **Registration Board** may from time to time and at any time appoint a further person/s with the appropriate skills and knowledge for such period and subject to such conditions as the **Registration Board** thinks fit.
- 8.7. The term for **Registration Board** members is not usually more than three (3) terms or nine (9) years.
- 8.8. In being responsible for the registration of music therapists, the **Registration Board** will operate in a manner consistent with the New Zealand Disability Strategy, the values of Te Tiriti o Waitangi and the bicultural, multi-ethnic nature of Aotearoa New Zealand society.

9. EDITORIAL WORKING GROUP

- 9.1. The Editor or Co-Editors of the Journal (NZJMT) is/are appointed by the **Board** for a period of two (2) years renewable for further terms as the **Board** shall determine.
- 9.2. The Editor or Co-Editors of the Journal may attend **Board** meetings from time to time at the invitation of the **Board** but is/are not a member of the **Board** nor has voting rights.
- 9.3. The Editor or Co-Editors will convene and be responsible for a New Zealand Journal of Music Therapy Advisory Panel that will include appropriate Māori representation where available.

10. GENERAL BOARD MATTERS

- 10.1. The **Board** and any **Working Group** may act by resolution approved in the course of a telephone, online meeting platform or other electronic communication or through a written ballot conducted by email, electronic voting system, or post and any such resolution shall be recorded in the minutes of the next **Board** meeting.
- 10.2. Other than as prescribed by the **Act** or these **Rules**, the **Board** or any **Working Group** may regulate its proceedings as it thinks fit and is in accordance with the **Rules** of MThNZ.
- 10.3. Subject to the **Act**, these **Rules** and the resolutions of **General Meetings**, the decisions of the **Board** on the interpretation of these **Rules** and all **matters** dealt with by it in accordance with these **Rules** and on **matters** not provided for in these **Rules**, shall be final and binding on all **Members**.

11. USE OF INFORMATION AND ADVICE

- 11.1. **Board Members** will familiarise themselves and comply with the provisions of section 60 of the **Act**.
- 11.2. When exercising powers or performing duties as an officer, a **Board Member** may rely on reports, statement, and financial data and other information prepared or supplied, and on professional or expert advice given by any of the following persons:
- 11.2.1. an employee and/or independent contractor of MThNZ whom the officer believes on reasonable grounds to be reliable and competent in relation to the **matters** concerned;
 - 11.2.2. a professional adviser or expert in relation to **matters** that the officer believes on reasonable grounds to be within the person's professional or expert competence;
 - 11.2.3. any other officer or **Working Group** upon which the officer did not serve in relation to **matters** within the officer's or **Working Group's** designated authority.
- 11.3. Rule 11.2 only applies if the **Board Member**:
- 11.3.1. acts in good faith, and
 - 11.3.2. makes proper inquiry where the need for inquiry is indicated by the circumstances, and
 - 11.3.3. has no knowledge that the reliance is unwarranted.

12. CONFLICT OF INTEREST

Board Members will familiarise themselves and comply with the provisions of sections 62-65 of the **Act**.

- 12.1. A member of the **Board** and/or **Working Group** is interested in a **matter** if the member of the **Board** and/or **Working Group**:
- 12.1.1. may obtain a financial benefit from the **matter**; or
 - 12.1.2. is the spouse, civil union partner, de factor partner, child, parent, grandparent, grandchild, or first cousin of a person who may obtain a financial benefit from the **matter**; or
 - 12.1.3. may have a financial interest in a person to whom the **matter** relates; or
 - 12.1.4. is a partner, director, member of the **Board** and/or **Working Group**, or trustee of a person who may have a financial interest in a person to whom the **matter** relates.
- 12.2. However, a member of the **Board** and/or **Working Group** is not interested in a **matter**:
- 12.2.1. merely because the member of the **Board** and/or **Working Group** receives an indemnity, insurance cover, remuneration, or other benefits authorised under the **Act**; or
 - 12.2.2. if the member of the **Board's** and/or **Working Group's** interest is the same or substantially the same as the benefit or interest of all or most other **Members** due to the membership of those **Members**; or
 - 12.2.3. if the member of the **Board's** and/or **Working Group's** interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the member of the **Board** in carrying out the member of the **Board's** and/or **Working Group's** responsibilities under the **Act** or the **Rules**; or
 - 12.2.4. if the member of the **Board** and/or **Working Group** is a member of the Board of a union and the Member of the **Board's** and/or **Working Group's** interest is merely as an employee that will

benefit from the union acting in the ordinary course of promoting its members' collective employment interests.

- 12.3. A member of the **Board** and/or **Working Group** who has an interest in a **matter** relating to MThNZ must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified):
- 12.3.1. to the **Board** and/or **Working Group**; and
 - 12.3.2. in an interests' register kept by the **Board**.
- 12.4. Disclosure must be made as soon as practicable after the member of the **Board** and/or **Working Group** becomes aware that they are interested in a **matter**.
- 12.5. A member of the **Board** and/or **Working Group** who is interested in a **matter**:
- 12.5.1. must not vote or take part in the decision of the **Board** and/or **Working Group** relating to the **matter**, and
 - 12.5.2. must not sign any document relating to the entry into a transaction or the initiation of the **matter**, but,
 - 12.5.3. may take part in any discussion of the **Board** and/or **Working Group** relating to the **matter** and be present at the time of the decision of the **Board** and/or **Working Group** (unless the **Board** and/or **Working Group** decides otherwise).
- 12.6. However a member of the **Board** and/or **Working Group** who is prevented from voting on a **matter** may still be counted for the purpose of determining whether there is a quorum at any meeting at which the **matter** is considered.
- 12.7. Where fifty (50%) percent or more of the members of a **Working Group** are prevented from voting on a **matter** because they are interested in that **matter**, the **Board** shall consider and determine the **matter**.

Approved at Annual General Meeting held on 13 September 2026