



Rules of the Magazine Publishers Association of New Zealand Incorporated

22nd March 2016



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Rules of The Magazine Publishers Association of New Zealand Incorporated

1. Name

1.1 The name of the Association is the Magazine Publishers Association of New Zealand Incorporated.

2. Interpretation

2.1 In these Rules, unless the context otherwise requires:

Administrator means the principal administrative officer of the Association, as described in Rule 23.

Annual revenue is the publisher's annual revenue from qualifying Magazines for the most recent financial year ending 31 March.

Association means the Magazine Publishers Association of New Zealand Incorporated.

Class should be interpreted in accordance with Rule 7.

Code of Ethics means the Code of Ethics of the Association, as set out in Rule 4.

Default Interest means the rate of the published overdraft rate at any bank the Executive may appoint from time to time plus 2 per cent per annum.

Executive means the Executive Committee of the Association or, if the context so requires, the Executive Committee of a branch of the Association.

Magazine means an editorial product with a clearly defined audience, target and topic with regularly refreshed content across one or many platforms.

Member means a Member of the Association, and unless the context otherwise requires the expression will include Honorary Members, Full Members, Affiliate Members (as those terms are defined in Rule 6) and any other categories of membership that are established by the Executive from time to time, and "**Membership**" and "**Membership of the Association**" shall have a corresponding meaning.

Objects means the objects of the Association, as defined in Rule 3.

Related Company has the meaning as defined in section 2(3) of the Companies Act 1993, namely, a company is related to another company if:

- a) the other company is its holding company or subsidiary; or
- b) more than half of the issued shares of the company, other than shares that carry no right to participate beyond a specified amount in a distribution of either profits or capital is held by the other company and companies related

to that other company (whether directly or indirectly, but other than in a fiduciary capacity); or

c) more than half of the issued shares, other than shares that carry no right to participate beyond a specified amount in a distribution of either profits or capital, of each of them is held by members of the other (whether directly or indirectly, but other than in a fiduciary capacity); or

d) the businesses of the companies have been so carried on that the separate business of each company, or a substantial part of it, is not readily identifiable; or

e) there is another company to which both companies are related.

Subscription Levy means the subscription payment that the Executive may order Members to pay from time to time.

2.2 In these Rules, unless the context otherwise requires, any reference to:

a) the headings appear as a matter of convenience and do not affect the construction of these Rules;

b) a reference to any statute, statutory regulation or other statutory instrument includes the statute, statutory regulation or instrument as from time to time amended or re-enacted or substituted;

c) the singular includes the plural and vice versa and one gender includes the other gender;

d) the words **written** and **writing** include facsimile and email communications and any other means of communication resulting in permanent visible reproduction;

e) the word person includes:

- i) a reference to the person's executors, administrators or successors;
- ii) a partnership, a body corporate, a trust or unincorporated body or entity;
- iii) two or more persons acting jointly; and
- iv) two or more persons acting as tenants in common;

f) **a business day** means a day (other than a Saturday, a Sunday or a public holiday) on which registered banks are open for business in the place where the Association's registered office is situated from time to time; and

g) words or expressions defined in the Incorporated Societies Act 1908, and not otherwise defined in these Rules have the same meaning where they are used in these Rules.

2.3 A substantial compliance with this constitution whether as to form, time, number, or as to any other matter shall in all cases be good and sufficient, and no regulation, resolution, decision, election, appointment, notice of other matter or thing shall be invalidated by reason only of a failure to comply exactly with these Rules.

2.4 Matters not covered by these Rules shall be decided by the Executive.

3. Objects

3.1 The Objects of the Association are to:

- a) promote and champion the benefits of the Magazine medium across all platforms and its unique ability to engage and influence both mass and niche audiences;
- b) focus on activity that supports Magazine advertising market share;
- c) maintain and develop member services, including networking, training, and education within the scope of increasing Magazine market share;
- d) advocate on matters of importance to the Magazine industry;
- e) advance the principle of the self-regulatory industry governance including but not limited to supporting the Advertising Standards Authority and Press Council;
- f) advance the principles surrounding audience development;
- g) advance the principals of excellence in the craft of Magazine publishing; and
- h) do all such other things as may be incidental or conducive to the attainment of all or any of the above objects.

3.2 Pecuniary gain is not an Object of the Association.

4. Code of Ethics

4.1 Members shall:

- a) Comply with all laws, but notwithstanding their compliance, use their democratic right to strive for and safeguard the freedom of the press and the right of freedom of expression;
- b) Actively promote the right of the media to serve the public interest through informed and impartial reporting;
- c) Objectively balance self-interest and pecuniary gain against the entitlement of just rewards for services rendered;

- d) Accept advertising which is legal, decent and honest and which conforms with relevant fair trading legislation and/or codes of practice;
- e) Conduct their business affairs with professionalism, prudence and integrity, employing and training staff to high levels of competence which promote trust and confidence in the marketplace; and
- f) Uphold the good reputation of the Magazine publishing industry at all times, competing fairly while striving to maintain high technical and aesthetic publishing standards.

5. Powers

- 5.1** The Association has all the powers necessary for, or ancillary or incidental to, fulfilling each object of the Association, including but not limited to:
- a) the rights, powers and privileges of a natural person;
 - b) the power to borrow, raise or secure the payment of money; and
- 5.2** The Association may only use, handle, invest, transfer, give, apply, expend, dispose of, or in any other way deal with, real or personal property or any interest therein, owned or controlled to any extent by the Association if:
- a) it is for an Object of the Association;
 - b) it is not for the sole personal or individual benefit of any Member; and
 - c) that use or activity has been approved by either the Executive or by majority vote of the Association.

6. Membership

- 6.1** Membership of the Association shall consist of an unlimited number of Members, who may be Full, Affiliate or Honorary Members.
- 6.2 Full Members**
- a) The Executive may admit any person or body corporate as a "Full Member" who:
 - i) is the publisher or owner of a Magazine or Magazines created or distributed in New Zealand; and
 - ii) pays the Subscription Levies as determined in Rule 10.
 - b) Where a Full Member is carried on by:
 - i) two or more persons jointly; or
 - ii) one or more Related Companies,
 those persons carrying on that business are deemed to be related and shall nominate one person/entity (as the case may be) to be recorded as the Member on behalf of that business "Representative Member".
 - c) When determining which Full Membership Class a Representative Member belongs to, the annual revenue of a Representative Member will be the aggregated annual revenue of the business(es) it represents.

- d) If one or more Full Members nominate as Representative Member subsequent to the granting of membership, the Administrator shall be informed in writing within 30 days. The Administrator shall advise the new Representative Member of the new Class it falls into, and invoice any additional levies payable.

6.3 Affiliate Membership

- a) The Executive may admit as an "Affiliate Member" any person or body corporate who the Executive determines to offer services or benefits to, or contributes to the success of, the New Zealand Magazine publishing industry.
- b) Affiliate membership may be granted to any organisation or individual if that organisation or individual:
 - i) has a pecuniary interest in a Full Member of the Association;
 - ii) has a representational interest in a publishing company;
 - iii) can bring benefit to the Magazine industry and Association; or
 - iv) is a sole trader or freelancer operating within the Magazine industry.
- c) A person admitted as an Affiliate Member will:
 - i) not be permitted to hold office within the Association;
 - ii) not have the voting rights of a Member;
 - iii) not be permitted to use symbols, logos, signs, promotional or other material as the Association may make available to Full Members;
 - iv) be permitted to attend meetings of the Association or Association branches at the invitation of the Association or branch Executive;
 - v) otherwise participate in the benefits of membership in such way as the Executive may from time to time determine.

6.4 Honorary Members

- a) Members will be persons who in the opinion of the Executive have rendered significant service to the New Zealand Magazine publishing industry in any capacity, and who by virtue of their attainments or reputation are worthy of special recognition.
- b) Honorary Members shall have no voting rights and will not be required to pay any Subscription Levy, provided that an Honorary Member that is eligible to be a Member and pays the relevant Subscription Levy shall not be deprived of the rights of membership by also being elected an Honorary Member.
- c) Honorary membership can be terminated at any time at the discretion of the Executive.

6.5 Verification

All Members may, if there is a dispute, be required to provide verification of any readership, circulation or digital user claims made, either by supplying industry recognised independent data, or by supplying documentary proof of claim to the Association for verification.

6.6 Compliance with Laws, Codes and Regulations

Members must abide by all relevant laws, regulations and codes, including the Codes of Practice which are issued from time to time by the Advertising Standards Authority, and the Press Council Rules. Members have a responsibility to ensure that all members of its employees are aware of the laws, codes and regulations that may affect the Magazine industry.

7. Full Membership Classes

- 7.1** Full Membership shall be divided into different classes of membership on the basis of the Member's annual revenue for their last financial year, ending 31 March. The Full Member's Class may vary year to year depending on the annual revenue of the Full Member at the end of each financial year.
- 7.2** There shall be seven classes of Full Membership:
- a) If the Full Member's annual revenue was under \$600,000, they shall be in Class A.
 - b) If the Full Member's annual revenue was between \$600,000 and \$1 million, they shall be in Class B.
 - c) If the Full Member's annual revenue was between \$1 million and \$2 million, they shall be in Class C.
 - d) If the Full Member's annual revenue was between \$2 million and \$5 million, they shall be in Class D.
 - e) If the Full Member's annual revenue was between \$5 million and \$10 million, they shall be in Class E.
 - f) If the Full Member's annual revenue was between \$10 million and \$15 million, they shall be in Class F.
 - g) If the Full Member's annual revenue was over \$15 million, they shall be in Class G.

7.3 The Full Member shall give the Association written notice before 31 March each year of the Class of membership into which its annual revenue falls.

8. Admission of Members

- 8.1** To become a Member, a person must:
- a) complete an application form (if the Rules, Bylaws or Executive requires this);
 - b) in the case of Full Members, inform the Association of the person's annual revenue at the end of the last financial year, and the Class into which it will accordingly fall; and

c) supply any other information the Executive requires.

8.2 The Executive may interview the applicant when it considers a Membership application.

8.3 The Executive shall have complete discretion when it decides whether or not to allow the Applicant become a Member. The Executive shall advise the Applicant of its decision, and that decision shall be final. The Executive is under no obligation to provide reasons.

9. Cessation of membership

9.1 Member's rights

The rights of each Member under these Rules are subject to, and contingent upon, the Member continuing to publish New Zealand Magazines in accordance with these Rules.

9.2 Notice by member

If a member ceases to publish New Zealand Magazines in accordance with these Rules, the Member is to notify the Association within 14 days of the date on which he or she ceased publication, and the Association will terminate that Member's membership accordingly.

9.3 Voluntary cessation

- a) A Member may voluntarily relinquish his or her membership of the Association by notifying the Association in writing that he or she wishes to cease to be a Member.
- b) Following receipt of a notice under Rule 9.3(a) the Association will terminate the Member's membership accordingly.

9.4 Executive discretion to terminate membership

The Executive may declare that a Member is no longer a Member (from the date of that declaration or such date as may be specified) if that member ceases to be qualified to be a member or is convicted of any indictable offence or offence for which a convicted person may be imprisoned, is adjudged bankrupt, makes a composition with creditors or (if a body corporate) is wound up or placed in receivership or liquidation.

9.5 Non-payment of Subscription Levy

If a Member has not paid the Subscription Levy 60 days after the payment is due, the Executive may resolve to terminate the Membership.

9.6 Dealing with complaints

After due inquiry and having given the Member the right to be heard, the Executive may by letter invite any Member within a specified time to retire for failure to comply with these Rules or any of the other duties of a Member. If the Member does not so retire, the Executive may recommend at the Annual General Meeting that the Member be expelled, and after the Member has been given the opportunity of being heard by or providing written comments to the Annual General

Meeting, that meeting may terminate the Member's Membership by resolution passed by a two-third majority vote.

9.7 Consequences of termination of membership

Each person whose membership of the Association is terminated ceases to be a Member, but is to remain liable to the Association for all moneys due to the Association at the time of cessation of Membership, whether under a Subscription Levy or other obligation of his or her membership of the Association together with any Default Interest payable.

9.8 Evidence of termination

A statutory declaration by any person authorised by the Executive that a person's membership of the Association has been terminated on a specified date is to be conclusive evidence of that matter.

10. Subscription Levies

10.1 The annual Subscription Levy will be set at the Annual General Meeting by majority vote, and will be due for payment annually in advance.

10.2 A special Subscription Levy may be set at any Annual General Meeting or Extraordinary General Meeting, if:

- a) a notice of intention to make the special Subscription Levy is sent to each Member at least 14 days prior to the date of that meeting;
- b) that notice specifies the amount of the proposed Subscription Levy to be paid by the Member and how the proposed levy is proportioned amongst the Members; and
- c) it is supported by the majority of the votes cast at that Meeting.

10.3 Subscription Levies may vary by Class. After a Subscription Levy is set, Members shall be given written notice of their Subscription Levy. Subscription Levies are not due for payment until 30 days after the written notice is sent.

10.4 Failure to pay

If a Member fails to pay the amount of a Levy within 20 days of notification by the Executive that such amount remains owing, (unless that person is a conscientious objector under section 8 of the Commodity Levies Act) that Member must pay Default Interest from the date of notification by the Executive until the date of receipt of the amount owing.

11. Management of Association

11.1 Management and control of the Association will be vested in the Executive, comprising:

- a) One person nominated by each Member in Class F and G; and
- b) Persons elected under Rule 12.

11.2 The Executive shall contain between 4 and 8 persons, including the Chair and a Deputy Chair.

12. Election of Executive Members

12.1 At the Annual General Meeting, the Association will elect the Members of the Executive.

12.2 Each candidate for election shall be employed by, or a principal of, a Full Member. Each Full Member may only have one representative serving on the Executive at any one time, except for Representative Members which may have two.

12.3 Each nomination must be seconded in writing by a Member that is not associated with the nominee. The seconding Member cannot be a Related Company or similarly associated with the proposing Member.

12.4 The nomination must be signed by the candidate and a director (or chief executive) of each of the proposing and seconding Members.

12.5 The Secretary must receive the candidate's seconded nomination no less than 14 days before the Annual General Meeting.

12.6 The names of the nominees shall be circulated prior to the Annual General Meeting.

13. Chair and Deputy Chair

13.1 The Chair and Deputy Chair of the Executive is to be elected by the Executive at or following the Annual General Meeting. Only principals or senior executives of Full Members are eligible to be elected as Chair and Deputy Chair.

13.2 The Chair and the Deputy Chair will be elected for a period of two years, provided they remain members of the Executive during that time. The Chair and Deputy Chair may be re-elected for further terms.

13.3 The Chair of the Executive will also be the Chair of the Association.

13.4 The Chair is responsible for:

- a) ensuring that the Rules are followed;
- b) convening Meetings and establishing whether or not a quorum is present;
- c) chairing Meetings, deciding who may speak and when; and
- d) overseeing the operation of the Association.

14. Executive Meetings and Procedures

14.1 Except as set out in this Rule, the Executive may regulate its own procedures.

14.2 A meeting of the Executive may be held either:

- a) by a number of the Executive Members who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or

- b) by means of audio, or audio and visual, communication by which all the Executive Members participating and constituting a quorum can simultaneously hear each other throughout the meeting.
- 14.3** The Chair, Deputy Chair or any Two Executive Members may convene a meeting of the Executive.
- 14.4** Written notice of a meeting of the Executive is to be provided to each Executive Member at least seven days in advance, unless the conveners of the meeting determine that there are special circumstances for reducing this notice period.
- 14.5** An irregularity in a notice of meeting of the Executive is waived if:
 - a) all the Executive Members entitled to receive notice of the meeting attend or participate in the meeting without protest as to the irregularity; or
 - b) all Executive Members entitled to receive notice of the meeting agree to the waiver.
- 14.6** A resolution in writing signed by all Executive Members shall be as effective and binding as if it had been passed at a duly convened meeting.
- 14.7** If the Chair and the Deputy Chair are not present at any Executive meeting within 15 minutes after the time appointed for the commencement of the meeting, the Executive Members present may choose one of their number to be Chair of the meeting.
- 14.8** The Executive shall have the power to fill casual vacancies but any such appointee shall hold office only until the next Annual General Meeting at which an election for the Executive takes place.
- 14.9** The Executive may delegate any of its powers to committees consisting of such Members of the Executive as it thinks fit, and/or employees of the Members of the Association and/or other persons with suitable experience within the publishing industry. Any delegates, in exercising their delegated power, shall conform to any regulations that may be imposed by the Executive.
- 14.10** No business may be transacted at an Executive meeting if a quorum is not present.
- 14.11** A quorum for an Executive meeting is 50% or more of the Executive Members.
- 14.12** If a quorum is not present within 30 minutes after the time appointed for the commencement of an Executive meeting, the meeting is to be adjourned to such other date, time, and place as the Executive Members may appoint.
- 14.13** At any meeting of the Executive all questions will be decided by a majority of votes, provided that any question relating to:
 - a) amendments to these Rules;

- b) recommendation or fixing of Subscription Levies;
- c) selection of the Chair and the Deputy Chair; and/or
- d) adoption of annual financial budget, will require the affirmative votes of 75% of the Executive Members.

14.14 In the event of a tied vote the Chair (or in his or her absence, the Deputy Chair) will have an additional casting vote.

15. General meetings

- 15.1** The Annual General Meeting shall be held once every year between May and June, provided always that the Executive may alter the date of the Annual General Meeting.
- 15.2** Extraordinary General Meetings may be called by the Executive at any time. The Executive must call an Extraordinary General Meeting if the Executive receives a written request signed by at least six Members.
- 15.3** All Members may attend and vote at General Meetings.
- 15.4** All General Meetings shall be chaired by the Chair, or in his or her absence, the Deputy Chair. If the Chair and Deputy Chair are both absent, the Association shall elect another Executive Member to Chair that meeting. Any person chairing a General Meeting has a casting vote in the event of a tied vote.
- 15.5** Voting shall be held at such time as the Chair may determine, and voting papers shall be supplied to Members when a ballot is held.
- 15.6** On any given motion at a General Meeting, voting is to be conducted by show of hands, provided that any person may require a ballot to be held.
- 15.7** When a ballot is held, Members have their number of votes determined by their Class, as follows:

Membership Class	Votes
A and B	1
C	2
D	3
E	4
F and G	5

- 15.8** A Member may appoint a fellow Member or the Chair as a proxy to exercise that Member's rights, including the right to vote, at any meeting.
- 15.9** The appointment of a proxy must be in writing and signed by the appointing Member. The written appointment must be given to the meeting co-ordinator before the meeting begins.
- 15.10** Unless a ballot is required, the Chair's declaration as to the result of any vote, and an entry to that effect in the

Association's minute book, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or against the resolution.

15.11 No General Meeting may be held unless 15% of all eligible Members (including proxies) attend. This will constitute a quorum. Any business transacted without a quorum present is not binding until notified to Members via an Extraordinary General Meeting.

16. Notice of General Meetings

- 16.1** Members should be given written notice 21 days' before the Annual General Meeting of when and where that meeting should be held.
- 16.2** Members should be given written notice 5 days before an Extraordinary General Meeting. An Extraordinary General Meeting can be held by teleconference.
- 16.3** The accidental omission to give notice of a meeting or the non-receipt of notice of a meeting by any Member entitled to receive notice shall not invalidate the proceedings of that meeting.

17. Alteration to Rules

- 17.1** These Rules may be amended, altered, added to or rescinded at any Annual General Meeting or Extraordinary General Meeting, if:
 - a) A notice of intention to alter, add to or rescind any Rule is sent to each Member of the Association at least 14 days prior to the date of that meeting; and
 - b) The resolution is supported by 66% of the votes cast at that Meeting.
- 17.2** Notwithstanding Rule 17.1, the Executive may amend Rule 7.2 at any time other than in the three month period before Subscription Levies are due.

18. Bylaws

- 8.1** The Executive may from time-to-time make, alter or rescind bylaws for the general management of the society, so long as these are no repugnant to these Rules or to the provisions of law. All such bylaws shall be binding on members of the Association. A copy of the bylaws for the time being, shall be available for inspection by any member on request to the Administrator.

19. Register of Members

- 19.1** The Chair will compile and maintain at the offices of the Association, a register of Members by Class. The register is to include all information required to be kept by the Executive, in accordance with the Incorporated Societies Act 1908 or any other relevant legislation.

20. Registered Office

20.1 The registered office of the Association will be located at such place within New Zealand as the Executive decides.

21. Indemnity of Executive Members

21.1 Each Executive Member, from time to time, is to be indemnified by the Association for any costs incurred by him or her in any proceeding:

- a) that relate to liability for any act or omission in his or her capacity as an Executive Member; and
- b) in which judgment is given in his or her favour, or in which he or she is acquitted, or which is discontinued.

21.2 Each Executive Member from time to time is to be indemnified by the Association for any liability or costs in respect of:

- a) liability to any person other than the Association or a subsidiary company for any act or omission in his or her capacity as a Member of the Executive; or
- b) costs incurred by him or her in defending or settling any claim or proceeding relating to any such liability.

21.3 However, an Executive Member's right to be indemnified does not extend to any liability or costs incurred that are the result of his or her dishonesty, a wilful default, a criminal act or a breach of any fiduciary duty owed to the Association.

22. Seal

22.1 The Common Seal of the Society shall be retained by the Administrator.

22.2 Documents shall be executed for the Association pursuant to a resolution of the Executive:

- a) By affixing the Common Seal witnessed by the Chair or Deputy Chair and counter-signed by another Executive Member; or
- b) Where the document is not required by statute to be executed under common seal, by the Chair or Deputy Chair and another Executive Member of the Executive signing on behalf of the Association.

23. Administrator of the Association

23.1 The Executive will appoint an Administrator upon and subject to the terms and conditions set out in this Rule 23.

23.2 The Administrator will be the principal administrative officer of the Association and will perform all such duties as the Executive from time to time decides.

23.3 Without limiting the generality of the duties which the Executive may direct the Administrator to perform, the Administrator will be responsible for the

following duties:

- a) Recording and keeping minutes of all meetings of the Association and of the Executive and any subcommittees in accordance with Rule 24.
- b) Conducting all of the correspondence of the Association.
- c) Keeping or causing to be kept all books and records as are required by the Incorporated Societies Act 1908 or any other applicable legislation.
- d) Keeping or causing to be kept full records of all financial transactions of the Association.
- e) Notifying Members of their election to the Executive.
- f) Providing all Notices as required under these Rules, including the notification of General Meetings.

23.4 The terms of employment of the Administrator will be decided by the Executive, including salary, expense allowances, superannuation and the provision of any real or personal property required to enable such officer to fulfil his or her duties.

23.5 The Administrator will not be entitled to exercise a vote at any meeting of the Association or the Executive or any subcommittee.

24. Minutes of Meetings

24.1 Minutes must be kept of all proceedings at each meeting of the Members or the Executive. Minutes of a meeting which have been signed correct by the Chair (or by the person acting as chair for that meeting) are conclusive evidence of the proceedings at that meeting.

25. Financial Statements

25.1 The Executive will prepare or cause to be prepared a statement of income and expenditure and balance sheet of the Association at the close of each financial year, such report to be signed on behalf of the Executive by the Chair, and to be certified as correct by the Auditor (if one is appointed).

25.2 The Executive shall submit the annual report and statement of accounts for Member approval at the Annual General Meeting.

25.3 The Executive, in compliance with section 23 of the Act, will provide to the Registrar, as soon as is practicable after the end of a financial year during which a Levy has been paid to the Association, a copy of the annual report and statement of accounts for the year ended 31 March in the same year.

25.4 The Members may, at the Annual General Meeting, appoint an Auditor:

- a) to hold office as Auditor from the conclusion of the meeting until the conclusion of the next annual

Members' Meeting; and

- b) to audit the financial statements of the Association.

25.5 The Executive may fill any casual vacancy in the office of Auditor. However, while the vacancy remains, any surviving or continuing auditor may continue to act as Auditor.

25.6 The fees and expenses of the Auditor are to be fixed by the Executive.

26. No pecuniary gains

26.1 The funds and property of the Association will be devoted solely to the objects specified in Rule 3, and no pecuniary gains will be derived by any Member from the operations or property of the Association; provided that at its discretion the Executive may remunerate Officers and/or pay such honorarium to the Chair as it deems appropriate from time to time.

26.2 All monies received by or on behalf of the Association shall be paid into a bank account with such bank as the Executive shall appoint.

26.3 All accounts shall be submitted for the approval of the Executive and shall be paid drawn on the Association's account.

27. Notice

27.1 Every notice to be sent to any Member shall be deemed to be sent if the notice is posted or delivered to him at his or her postal or email address appearing in the Association's register of Members. Any notice if given or served by post is deemed to have been given or served 24 hours after the notice is posted.

27.2 The loss, delay or non-delivery of any notice sent or delivered to any Member of the Association, whether through the post or otherwise, shall not invalidate or prejudice any resolution passed or election made or other thing done by the Association.

28. Dissolution

28.1 The Association may be wound-up by a resolution of its Members in accordance with section 24 of the Act.

28.2 In the event of the Association being wound-up, the surplus assets after payment of the Association's liabilities and the expenses of the winding-up must be given to one or more registered charity in New Zealand.