




**Volunteer Service Abroad
Te Tūao Tāwāhi**

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

**ADOPTED AT THE
ANNUAL GENERAL MEETING 02 NOVEMBER 2024**

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Signed	
Signed by	Dana MacDiarmid, Council Chair

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1. NAME

The name of the organisation is Volunteer Service Abroad Te Tūao Tāwāhi Incorporated (VSA).

2. LEGAL STATUS

VSA was incorporated on 8 April 1963 under the Incorporated Societies Act 1908 and changed its name to Te Tūao Tāwāhi: Volunteer Service Abroad Incorporated on 12 April 2007 and further changed its name to Volunteer Service Abroad: Te Tūao Tāwāhi Incorporated on 18 April 2017 - incorporation number: 216701. VSA was re-registered in 2024 under the Incorporated Societies Act 2022 and changed its name to Volunteer Service Abroad Te Tūao Tāwāhi Incorporated (VSA). It was registered as a charitable entity under the Charities Act 2005 on 30 June 2008 - registration number: CC36739.

3. TE WHĀINGA | PURPOSE

Anei nā te whāinga o te rōpū:

Te Hono Tangata - Te Huringa Ora.

Ka hono a Te Tūao Tāwāhi i ngā tūao pūkenga ki ngā whakahaere me ngā hāpori i te Moana-nui-a-Kiwa me tua atu, hei tautoko i ngā wawata kua tautuhia ā-rohe, ā, kia tutuki ai te panoni toitū.

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

Connecting People - Transforming Lives.

Volunteer Service Abroad connects skilled volunteers with organisations and communities in the Pacific and beyond to support locally identified aspirations and achieve sustainable change.

4. TE TIRITI O WAITANGI | TREATY OF WAITANGI

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

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

5. PATRON

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

- (a) The Council will invite a person with standing, integrity, and national profile to exercise the role of Patron.

- (b) The appointment of a new Patron will be confirmed by passing a motion at the next AGM, although the Patron may act officially in their role prior to that meeting.
- (c) The Patron will be invited to attend major functions as deemed appropriate and practical and shall receive appropriate and timely information on the activities of VSA.
- (d) The Patron will not be expected to actively participate in the general work of VSA.

6. KAUMĀTUA OR KAITAKAWAENGA

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

- (a) The Appointments Panel may appoint a Kaumātua or Kaitakawaenga to exercise the function of Kaumātua or Kaitakawaenga of Volunteer Service Abroad Te Tūao Tāwāhi Incorporated on terms as may be agreed between the Council and the Kaumātua or Kaitakawaenga, and reflected in the policies of VSA.
- (b) The Kaumātua or Kaitakawaenga is a voting Member of Council.

7. MEMBERSHIP

7.1. Eligibility

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

7.2. Membership Categories

The minimum number of VSA members across all categories is ten. VSA must keep an up to date register of all members including the name, contact details, and date they became a member. There are five membership categories:

- (a) *Individual membership*: an individual member is a person who elects to pay the individual subscription once a year.
- (b) *Family membership*: family members are two or more individuals from the same household who have not selected individual membership. Family membership is treated as two members for the purpose of determining the number of members, regardless of the number in the household.
- (c) *Honorary membership*: honorary members are volunteers and accompanying partners during their assignments with VSA and for one year afterwards as defined in clause 7.5(a).

- (d) *Life membership*: a life member is an individual who accepts a nomination and is appointed by a General Meeting, on the recommendation of Council, for outstanding service to VSA.
- (e) *Corporate membership*: a corporate member is an organisation which elects to pay the corporate membership subscription. A corporate member is treated as three members for the purpose of determining the number of members.

7.3. Becoming a VSA Member

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

7.4. Subscriptions

- (a) Annual member subscriptions are due and payable on joining VSA, and every subsequent year thereafter. Membership is granted for a period of one year from the date of becoming a member and thereafter from the date of the anniversary of becoming a member.
- (b) Life members are deemed members but are not expected to pay a subscription.
- (c) Honorary members, and current volunteers and their accompanying partners who are regarded as members in accordance with paragraph (d)iii, are not expected to pay a subscription.
- (d) Membership is valid if:
 - i. their subscription for the current year has been paid, or their subscription is not overdue by more than three months, or
 - ii. they are a life member, or
 - iii. they are an honorary member or are regarded as a member in accordance with clause 7.5(a).

7.5. Membership Status of Volunteers

- (a) Volunteers and their accompanying partners are offered and, if they consent will hold, honorary membership status from the commencement of their assignment until one year after the end date of their assignment.
- (b) Volunteers and their accompanying partners will be deemed to be family members unless they elect to be individual members. Unaccompanied volunteers will be deemed to be individual members.
- (c) If a volunteer's service is ended early due to misconduct, they (and their accompanying partner) will cease to be an honorary member.

7.6. Ending Membership

- (a) A member's membership ends if the member requests VSA cancel their membership, or if the Council cancels the member's membership, or if the subscription lapses.

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

7.7. Limitations on Personal Benefit Arising from Membership Rights

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

8. INTERESTS OF COUNCIL MEMBERS

8.1. Disclosure of Interests

- (a) VSA shall maintain a register of interests of all Council Members which shall be updated in accordance with the legislation and the Council Charter.
- (b) A disclosure of interest by a Council Member at a Council meeting must be recorded in the minutes of the meeting.

8.2. Dealing with Interests of Council Members

Subject to clause 8.1 each Council Member may act as a Council Member and still contract or otherwise deal with VSA in their personal capacity or in any other capacity as if they are not a Council Member as long as this is recorded in the Council minutes. This right to continue to act as a Council Member shall apply even though a Council Member's interest or duty in a particular matter may conflict with their duty to the members of VSA.

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

9.1. No Private Pecuniary Profit of Any Individual and Exceptions

- (a) No private pecuniary profit shall be made by any person employed by or a member of VSA, except that:
- i. any Council Member or Committee Member shall be entitled to be reimbursed out of the assets of VSA for all expenses which they properly incur in connection with the affairs of VSA;
 - ii. VSA may pay reasonable and proper remuneration to any Officer or employee of VSA in return for services actually rendered to VSA;
 - iii. any Council Member may be paid for all usual professional, business or trade charges for services rendered and time expended, and all acts done by that Council Member or by any firm or entity of which that Council Member is a Related Person, employee or associate in connection with the affairs of VSA as agreed by Council prior to the work commencing;
 - iv. any Council Member may retain any remuneration properly payable to that Council Member by any company or undertaking with which VSA may be in any way concerned or involved for which that Council Member has acted in any capacity whatever, notwithstanding that that Council Member's connection with that company or undertaking is in any way attributable to that Council Member's connection with VSA as long as the Council Member has declared their relationship with VSA.
- (b) The Council, in determining all reimbursements, remuneration and charges payable in terms of this clause, shall ensure that the restrictions imposed by clauses 7.7, 8.1 and 8.2 of this Constitution are strictly observed.

9.2. Prohibition of Benefit or Advantage in Business Activity

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

10. GENERAL MEETINGS

10.1. Annual General Meeting

- (a) **Timing:** The Annual General Meeting will be held within five months of the end of the financial year.
- (b) **Notice of Meeting:** The Council will ensure that all members receive at least 14 days' written notice of the date, time, place, and agenda of an Annual General Meeting. The notice of meeting must be accompanied by the Council's annual report, VSA's audited annual accounts, notice of any proposed constitutional changes, and any other notices of motion.

- (c) **Business:** The business of the Annual General Meeting shall include:
- i. Apologies
 - ii. Confirmation of minutes of previous Annual General Meeting
 - iii. Presentation of the Annual Report of the Council
 - iv. Presentation and consideration of VSA's audited annual accounts
 - v. Presentation of Interest Groups report
 - vi. Constitutional changes (if any)
 - vii. Appointment of the VSA Patron (if new)
 - viii. Appointment of life members (if any)
 - ix. Appointment of an auditor who must be a member of the New Zealand Institute of Chartered Accountants
 - x. General Business.

10.2. Ordinary General Meetings

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

11. PROCEDURE AT GENERAL MEETINGS

- (a) Council shall appoint a suitably skilled person to Chair any General Meeting, and shall provide members at least 14 days written notice of the appointed Chair.
- (b) The voting entitlements of members at a General Meeting shall be as follows:
- i. an individual member shall have one vote;
 - ii. a family membership entitles the family to have two votes regardless of the number of members in that family;
 - iii. a corporate member shall have three votes, provided that before the start of the meeting notice is provided to the Chair in accordance with paragraph (d);
 - iv. a life member shall have one vote;
 - v. honorary members shall have voting entitlements according to their status as individual members or family members pursuant to clause 7.5.
- (c) Unless otherwise stated in this Constitution, a resolution proposed at a General Meeting shall be decided by a simple majority of the valid votes cast at the meeting. The Chair of the meeting shall have a deliberative vote and, in the event of the voting being declared even, a casting vote.

- (d) A quorum at any general meeting shall consist of 15 members who are present or online. In the case of family membership, one person may represent the family, and in the case of corporate members, a person who has been nominated in accordance with paragraph (b)iii can be the representative.
- (e) A General Meeting may be conducted online or as a hybrid meeting in accordance with the procedure set out at clause 10.
- (f) The Council may resolve to conduct a ballot of all members on any question that would otherwise be decided at a General Meeting. The ballot may be conducted by post or by electronic means, in accordance with procedures determined by the Council. If such a ballot is conducted, the provisions of this clause shall apply with any necessary modifications.
- (g) Unless stated otherwise in this Constitution, a resolution conducted by ballot shall be decided by a simple majority of the valid votes cast by post or electronic means. The Chair of the meeting shall have a deliberative vote and, in the event of the voting being declared even, a casting vote.

11.1. Proxy Votes

Any member may exercise a proxy vote at a General Meeting, provided that before the start of the meeting the Chair is provided written notice from the absent member authorising another member who is present or online during the meeting to exercise votes on their behalf. Corporate members must provide written notice of their nominated representative who will attend the meeting and exercise votes on their behalf. In the case of family membership, one person may represent the two votes of the family without needing to provide written notice.

- (a) A member may:
 - i. decline to be authorised to exercise proxy votes on behalf of any absent member;
 - ii. exercise proxy votes for no more than two members (including corporate members).
- (b) It is the absent member's obligation to ensure they:
 - i. select and authorise a member in whom they have confidence to vote in accordance with their known preferences;
 - ii. provide sufficient instruction and guidance to the authorised member about their preferences;
 - iii. can be contacted during the meeting by the authorised member to ascertain their preferences where, for example, there has been substantial debate about a notified motion and/or it has been amended in a manner that changes the substance of the motion.

11.2. Minutes

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

12. COUNCIL

Council Members provide for the governance of VSA through their expertise and commitment to the organisation's purpose. Council's role includes, inter alia, the setting and overview of strategic direction, financial oversight, legal compliance, appointing and monitoring of the CEO, risk management and accounting to members, as well as other duties laid out in the Incorporated Societies Act 2022. It is an offence for a Council Member to act in a manner that contravenes this Constitution or the legislation that governs it.

12.1. Council Composition

- (a) The Council comprises elected, appointed, and co-opted members, as follows:
 - i. four Council Members elected under this Constitution, or their co-opted replacements; and
 - ii. up to four Council Members appointed under this Constitution (including the Kaumātua or Kaitakawaenga), or their co-opted replacements.
- (b) Every Council Member must be at least 18 years old, must reside in Aotearoa New Zealand, and must not otherwise be disqualified from holding office under the law. All Council Members and any co-opted replacements must be a member of VSA.
- (c) At least one Council Member must be a returned VSA volunteer by election, appointment or co-option provided that they have not returned under conditions prescribed in clause 7.5 (c).
- (d) The CEO and VSA employees and representatives of corporate members are not eligible to be Members of the Council.
- (e) No person is eligible to serve as a Council Member while actively serving as a VSA volunteer.

12.2. Council Competencies and Diversity

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

- (a) An appropriate range of skills and attributes necessary for the delivery of good governance; and
- (b) Diversity including gender, age, ethnicity, returned volunteers and range of backgrounds and lived experience.

12.3. Elected Council Members

- (a) The term of office of an elected Council Member shall be four years, The term of office of an elected Council Member shall begin at the conclusion of the Annual General Meeting at which they are elected and shall end at the conclusion of the Annual General Meeting held in an election year four years later.
- (b) A Council Member may be elected for a maximum of two consecutive four-year terms.
- (c) A Council Member who has stood down after being elected for one or two consecutive four-year terms may, if eligible, be nominated for election as a Council Member following an interval of at least four years.

- (d) An elected Council Member may resign at any time in writing addressed to the Chair. An elected Council Member ceases to hold office if they die, are removed by the Council Chair, or become disqualified from being a Council Member. They may remain liable for past acts, omissions and decisions made while a Council Member.

12.4. Appointed Council Members

- (a) The Appointments Panel, as set out in section 13.5, may appoint Council Members with relevant skills and competencies to complement the elected Council Members in accordance with clause 12.1(a)ii. Such appointed Council Members will hold office for a term determined by the current Council, up to and including the second meeting of the Council in the next election year following when the appointed Council Member was appointed. An appointed person may stand for the position of Chair or Deputy Chair if they are eligible.
- (b) An appointed Council Member ceases to hold office if they die, resign in writing addressed to the Council Chair, are removed by the Council Chair, or otherwise become disqualified from being a Council Member under the law. They may remain liable for past acts, omissions and decisions made while a Council Member.
- (c) Appointed Council Members may be elected as Council Chair or Deputy Chair and hold office in accordance with, clause 13.

12.5. Co-opted Council Members

- (a) The Council may co-opt a person in accordance with clause 12.1(a) to replace an elected or appointed Council Member who has ceased to hold office during their term.
- (b) A co-opted Council Member will hold office for a term determined by the current Council, which may be up to the date at which the term of the Council Member being replaced would have expired. The co-opted person may stand for office in that election if they are eligible.
- (c) A co-opted Council Member also ceases to hold office if they die, resign in writing addressed to the Council Chair, are removed by the Council Chair, or otherwise become disqualified from being a Council Member under the law. They may remain liable for past acts, omissions and decisions made while a Council Member.
- (d) Where in an election year, fewer than the required number of Council Members are elected pursuant to clause 12.1(a), Council may co-opt a person or persons to fill the vacant seat. Such co-opted Council Members will hold office for a term determined by the current Council, which may be up to the next election. The co-opted person may stand for office in that election if they are eligible.
- (e) The Council may also co-opt Members to sit on Council Committees.
- (f) All co-opted Council Members shall have the same responsibilities and rights on the Council, including voting rights.

- (g) When co-opting a person for the Council, or for a Committee as the case may be, the Appointments Panel or Council, will have regard for the skills of the current Members, the competencies of the candidates, and the diversity aims stated in clause 13.5(a).
- (h) The Council may co-opt Members at any time, but decisions about the reappointment of existing co-opted Members will be made by the last meeting before the expiry of their current term.
- (i) All co-opted Members shall become members of VSA if they are not already.

13. COUNCIL MEETINGS

13.1 Meeting Procedures

- (a) The Council shall decide when and how often it meets provided that it meets at least four times a year and meets the requirements of paragraphs (b) and (c). The Council Chair shall give at least seven days' written notice to Council Members of the time, date, place and agenda of any Council meeting.
- (b) At its last meeting before the Annual General Meeting in an election year, the Council shall set the date of the first Council meeting to be held after that Annual General Meeting, which must be within six weeks of the date of the Annual General Meeting.
- (c) At that first meeting, the Council shall elect from Council Members a Chair and Deputy Chair who will hold office until the first meeting of Council following the Annual General Meeting in the next election year. The Council Chair may serve up to a maximum of eight consecutive years in that office.
- (d) The outgoing Chair shall preside at the meeting until the new Chair has been elected, as the first order of business. If the outgoing Chair is not present, the Council Members shall elect another Council Member or an independent person who has the confidence of Council to open the meeting.
- (e) An extraordinary Council meeting shall be held within 14 days following a written request to the Chair signed by at least two-thirds of the Council Members, specifying the business to be discussed at that meeting.
- (f) Over 50% of Council Members must be present to constitute a quorum at a meeting of the Council.
- (g) In the absence of the Chair and the Deputy Chair at a Council meeting, a Council Member elected by the meeting will chair the meeting.
- (h) The chair of the meeting shall have a deliberative vote and, in the event of the voting being declared even, a casting vote.

- (i) All resolutions proposed at meetings of the Council shall be decided by a simple majority of those Members of the Council present and voting, unless otherwise stated in this Constitution.
- (j) Where for any reason there is a vacancy in the office of Council Chair, such duties shall devolve to the Deputy Chair or, in the absence of the Deputy Chair, to a Council Member elected by Council.

13.2. Online and Hybrid Meetings

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

- (a) Each of the Council or Committee Members (as the case may be) for the time being entitled to receive notice of a meeting shall be given notice that a meeting is to be held as an online or as a hybrid Meeting and is entitled to be given the link for the purposes of participating in such a meeting. Notice may be given by telephone or by other electronic means.
- (b) Throughout the meeting each participant and the person acting as a minute taker must be able to hear each of the other participants taking part.
- (c) A participant may not intentionally leave the online or hybrid meeting by disconnecting without first obtaining the Chair's consent. Accordingly, a participant shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the Meeting unless they leave the meeting with the Chair's consent; and
- (d) Minutes of the proceedings at the meeting shall be sufficient evidence of those proceedings and of the observance of all necessary formalities, once the minutes of the meeting is approved in accordance with clause 11.2.

13.3. Interested Council Member May Not Vote

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

- (a) Attend and speak at a Council meeting at which a matter relating to the transaction arises, and be included among the Council Members present at the meeting for the purpose of a quorum; unless that Council Member will gain substantial financial benefit from that decision, in which case the Council Member must leave the room for the discussion on the matter and not be counted in the quorum;
- (b) Sign a document relating to the transaction on behalf of VSA, noting the interest; and
- (c) Do anything else as a Council Member in relation to the transaction, as if they were not interested in the transaction, as long as the Council Member has declared their interest in the

Register of Interests and it is recorded in the Minutes the Council Member has a conflict of interest relating to that particular transaction.

13.4. Council Powers

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

- (a) To accept, raise and distribute funds needed to carry out the purpose of VSA, to borrow money with or without security, and to control the investment and disbursement of funds whether in Aotearoa New Zealand or elsewhere;
- (b) To select, prepare and place volunteers for service as e-volunteers or in overseas locations chosen by the Council; to provide for the volunteers' travel to and from their location of service (if required); to provide for volunteers' maintenance and welfare; and to ensure appropriate financial and any other assistance is available for volunteers as the need arises;
- (c) To establish, regulate and disestablish VSA Interest Groups as the Council considers necessary for the promotion of the purpose of VSA and having regard to the membership strength of VSA in particular locations;
- (d) To establish any Committees or advisory bodies it considers necessary to carry out the purpose of VSA and to co-opt persons to serve on those Committees or advisory bodies whether or not they are members of VSA. Subject to this Constitution and to any directions that the Council might give and to the terms of reference of a Committee or advisory body set by the Council, each Committee and advisory body may regulate its own procedure;
- (e) To invite anyone as an observer to its meetings or to meetings of Committees and advisory bodies;
- (f) To admit any VSA member or staff member as an observer to a Council meeting, as long as the member has given at least seven days' notice to the Chair of the Council of the member's or staff member's desire to attend the meeting and provided that they respect the protocols of the meeting;
- (g) To enter into contracts and undertake obligations; to acquire, hold and convey property; to open bank accounts and to designate the persons entitled to operate those accounts;
- (h) To conduct negotiations with government entities or private agencies whether in Aotearoa New Zealand or elsewhere;
- (i) To appoint governing members to any other entity established by the VSA Council from time to time, and to remove members of such entity as Council sees fit, if appropriate;
- (j) To appoint members of the Appointments Panel in accordance with clause 13.5 as and when the Panel is required and to appoint one of the Panel as Panel Chair, and to remove any members of the Panel as Council sees fit;
- (k) To recommend the appointment of life members to a general meeting;

- (l) To appoint and to determine the salary, duties and powers of the CEO;
- (m) To make policies not inconsistent with this Constitution, and to determine any matters of interpretation of this Constitution and any matters not provided for by this Constitution;
- (n) To do anything else that it considers necessary, expedient, or desirable to carry out the purpose of VSA including the establishment of such entities which may engage volunteers, staff, development advisors or consultants on such terms and conditions (including remuneration) as the Council sees fit.

13.5. Appointments Panel

- (a) The Appointments Panel will be appointed by Council and include two Council Members, a VSA member who is a returned volunteer, and an external expert in governance or senior recruitment.
- (b) The Appointments Panel will conduct the recruitment process for appointed Council Members, and pre-qualification of candidates for election, based on advertised selection criteria for the elected and appointed positions. The selection criteria will include the Council Competencies set out at clause 12.2, VSA's values and strategic intent, and any skills-gaps in Council that are sought to be filled.
- (c) The Appointments Panel will select and appoint the appointed Members to Council.
- (d) The Appointments Panel will qualify nominated candidates for election. Where candidates are Qualified (as required by the legislation) the Panel may make recommendations regarding the content of their proposed candidate profile.

13A Transitional Provision Regarding Council

A.1 This Constitution was amended with effect from 1 July 2022 reflecting changes to clause 12 Council and clause 15 Elections.

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

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

14. INTEREST GROUPS

14.1. Establishment of Interest Groups

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

14.2. Appeals From Decisions of Council

- (a) One or more Interest Group Co-Convenors may appeal any decision of the Council in respect of Interest Groups to a General Meeting of VSA, and the decision of the VSA General Meeting is final. The matters that may be appealed to a General Meeting include, but are not limited to:
 - i. Decisions affecting one or more Interest Groups.
 - ii. Decisions affecting one or more Co-Convenors.
- (b) The Interest Group Co-Convenor(s) must provide the Council at least 28 days written notice of their intention to appeal to a General Meeting, along with sufficient information to satisfy the requirements of clause 10.2.
- (c) One or more Interest Group Co-Convenors who have been removed by the Council, or whose Interest Group has been disestablished by the Council, may only exercise the right of appeal at a General Meeting held within 15 months of the date of the Council action being appealed.

15. ELECTIONS

15.1. Election Cycle

Elections will be held every two years for the Council seats that became vacant in that year. Subject to 12.3., half of the elected Council Members shall stand down and may stand for re-election if they remain eligible subject to clause 12.3.

15.2. Voting System

Elections of Council Members will be conducted by secret ballot. Those voting will have the right to exercise the same number of votes as the number of Council Members to be elected. The highest polling candidates will be elected. The Council will have an information pack for the operation of the voting system which outlines for members how to participate.

15.3. Nominations

- (a) Calling for nominations: No later than 31 March in election year, the CEO of VSA will write to the Interest Group Co-Convenors and to all members calling for nominations for the Council seats becoming vacant in that year. The call for nominations must include nomination criteria

and information on the Council's aim for competence and diversity in the Council's composition.

- (b) Nominating: A nomination for Council must be proposed by a member, seconded by another member, and forwarded to the CEO so as to be received in writing, signed by the nominee, the proposer and the seconder, no later than 30 April in election year.
- (c) Pre-qualification selection: Upon the close of nominations the CEO must forward all valid nominations to the Appointments Panel, which must conduct a pre-qualification selection process in accordance with clause 13.5. and notify the CEO of the Qualified candidates no later than 31 July in election year.

15.4. Unopposed Elections

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

15.5. Voting Process

- (a) If there are more Qualified candidates than the number of positions to be elected to the Council, the CEO will prepare voting information for all members.
- (b) The CEO will ensure that the link to the online voting platform and voting information (including the deadline for voting online) are sent to all members no later than 31 August in election year.
- (c) The final voting tally shall be received by the CEO no later than 30 September in election year.
- (d) After 30 September in an election year the CEO shall ensure that:
 - i. votes are counted according to the Council's regulations on the preferential voting system and in the presence of an independent scrutineer appointed by the CEO; and
 - ii. all members are notified of the election results by no later than 31 October in that year.

16. DISPUTES RESOLUTION

16.1 Making a Complaint

- (a) A VSA member or an Officer may make a complaint by giving to the Council a notice in writing that:
 - i. states that the member or Officer is starting a procedure for resolving a dispute in accordance with this Constitution; and
 - ii. sets out the allegation to which the dispute relates and whom the allegation is against with sufficient detail; and
 - iii. sets out any other relevant information.
- (b) The Council Chair on behalf of VSA 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:
 - i. states that VSA is starting a procedure for resolving a dispute in accordance with this Constitution; and

- ii. sets out the allegation to which the dispute relates.

16.2 Right to be Heard

- (a) A member, an Officer, or the Council Chair (on behalf of VSA) who makes a complaint has a right to be heard before the complaint is resolved or any outcome is determined. They shall be taken to have been given the right if:
 - i. they have a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
 - ii. an oral hearing (if any) is held before the decision maker; and
 - iii. the complainants written statement or submissions (if any) are considered by the decision maker.
- (b) The respondent member, Officer, or the Council Chair (on behalf of VSA) has a right to be heard before the complaint is resolved or any outcome is determined, if a complaint involves an allegation that the respondent has:
 - i. engaged in misconduct; or
 - ii. breached, or is likely to breach, a duty under this Constitution; or
 - iii. damaged the rights or interests of a member or the rights or interests of members generally.
- (c) A respondent must be taken to have been given the right if:
 - i. 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
 - ii. the respondent has a reasonable opportunity to be heard in writing, or at an oral hearing (if one is held); and
 - iii. an oral hearing (if any) is held before the decision maker; or
 - iv. the respondent's written statement or submissions (if any) are considered by the decision maker.

16.3 Investigating and Determining Dispute

VSA Council must, as soon as is reasonably practicable after receiving or becoming aware of a complaint made in accordance with this Constitution, ensure that the dispute is investigated and determined. Disputes must be dealt with under the Constitution in a fair, efficient, and effective manner.

- (a) The VSA Council may decide not to proceed further with a complaint if:
 - i. the complaint is trivial; or
 - ii. the complaint appears to be without foundation or there is no apparent evidence to support it; or
 - iii. the person who makes the complaint has an insignificant interest in the matter; or
 - iv. the conduct, incident, event, or issue giving rise to the complaint has already been investigated and dealt with under this Constitution; or
 - v. there has been an undue delay in making the complaint; or
 - vi. the complaint does not appear to disclose or involve any allegation of the following kind:
 - that a member or an Officer has engaged in material misconduct;
 - that a member, an Officer, or VSA has materially breached, or is likely to materially breach, a duty under this Constitution or:

- that a member's rights or interests generally have been materially damaged:
- (b) The VSA Council may refer a complaint, particularly if they are party to the dispute, to:
- i. a sub-committee or an external person to investigate and report; or
 - ii. a sub-committee, an arbitral tribunal, or an external person to investigate and make a decision or
 - iii. refer the complaint to any type of consensual dispute resolution (for example, mediation, facilitation, or a tikanga-based practice), with the consent of all parties.

17. FINANCIAL OVERSIGHT

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

- (a) Any income, benefit, or advantage must be used to advance the charitable purpose of VSA.
- (b) The funds of VSA shall be under the control of Council which may delegate to the CEO in writing the day-to-day management of those funds including criteria for investment funds.
- (c) Council shall determine the appropriate level of risk for investments to ensure maximisation of long term returns consistent with prudent levels of risk, whilst maintaining sufficient liquidity to enable VSA to meet its day-to-day financial commitments.
- (d) The Council shall delegate the opening, closing and operation of bank accounts to the CEO who shall determine which managers' or Council Members' signatures are registered with the bank as authorised signatories having due regard to maintaining a sufficient number of signatories for VSA to carry out its day-to-day operations.
- (e) Two authorised signatories shall be required to authorise every payment from an Aotearoa New Zealand bank account.
- (f) One authorised signatory shall be required to authorise every payment from an overseas bank account where sole authority is necessary.

18. ACCOUNTS

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

- (a) The CEO must also ensure financial statements and annual returns are filed within 6 months of the financial year end.
- (b) At every regular meeting of the Council, the CEO shall present financial reports and financial statements for the period since the last reports were presented.

19. VSA NATIONAL OFFICE AND CONTACT PERSON

The Council shall determine and register the location of the VSA Head Office and details of at least one and up to three contact persons. The contact person(s) must be at least 18 years of age, residing in Aotearoa New Zealand, and will commonly be a VSA Officer. They shall be appointed by the CEO.

20. COMMON SEAL

- (a) The CEO will have custody of the common seal, and from time to time by resolution, the Council may adopt any seal it thinks fit.
- (b) The common seal must not be affixed to any document unless the CEO has already authorised its use on that document.

21. REVIEW OF COUNCIL PROCEDURES

The Council must review its governance procedures (whether those are set out in this Constitution or elsewhere) at least every three years. When conducting a review, the Council must consider whether its governance procedures:

- (a) Are fit for purpose; and
- (b) Assist vsa to achieve its charitable purpose; and
- (c) Assist vsa to comply with legislative requirements.

22. AMENDMENTS TO VSA CONSTITUTION

- (a) This Constitution may be amended by the Council after written notice to all members if the amendment has no more than a minor effect, or corrects errors or similar technical alterations. If an objection is received within 20 working days of notice, then the amendment must be made by resolution, in accordance with below.
- (b) This Constitution may be amended by a resolution to that effect passed at a General Meeting by a majority of at least two-thirds of the valid votes cast in accordance with clause 10.
- (c) When the Council provides members with at least 14 days' written notice of a proposed amendment to this Constitution to be considered at a General Meeting or Annual General Meeting, it shall include a written report on the proposal stating whether the Council is satisfied that the proposed amendment does not prejudice VSA's charitable nature, and in particular the efficacy of clauses 3, 7.7 and 9 in meeting the requirements for any exemption available to charities under the Aotearoa New Zealand revenue laws.

23. WINDING UP

- (a) VSA shall not be wound up or amalgamated unless:
 - i. a resolution to that effect is passed at an Ordinary General Meeting called for that purpose or at an Annual General Meeting; and

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

24. DEFINITIONS

In this Constitution, unless the context requires otherwise:

- (a) *Accompanying partner* means the partner of a volunteer who is identified during the selection process before the volunteer leaves Aotearoa New Zealand to take up their assignment and who accompanies the volunteer into the field for all or most of the assignment.
- (b) *Appointments Panel* means the Appointments Panel appointed by the VSA Council under clause 13.5.
- (c) *CEO* means Te Tumu Whakarae Chief Executive Officer for the time being of VSA.
- (d) *Contact person* means the person(s) registered with the Registrar of Incorporated Societies as the point of contact for VSA.
- (e) *Committees* includes both standing committees and ad hoc committees established by resolution of the Council as required by Council from time to time in accordance with clause 13.4(d).
- (f) *Council Member* means a person on the Council who is either elected, appointed, or co-opted to office in accordance with constitutional requirements.
- (g) *Dispute* means a disagreement or conflict relating to an allegation of a breach or misconduct, which is between VSA members, Officers, or members or Officers and VSA.
- (h) *Officer* means, a natural person who is a Council Member, or a natural person occupying a position in VSA that allows the person to exercise significant influence over the management or administrative decisions of VSA (for example a Chief Executive Officer).
- (i) *Patron* means the person taking the honorary position described in clause 5.
- (j) *Partner organisation* means an organisation (whether private, public, government, or civil society) with which VSA has a formal relationship, agreement, or memorandum of understanding.

- (k) *Period of service* means the assignment period working with partner organisations whether located abroad or e-volunteering.
- (l) *Qualified* means a candidate nominated for the Council elections who has been qualified for election by the Appointments Panel in accordance with clause 13.5, and any legislative requirements.
- (m) *Related Person* for the purposes of clauses 7.7, 8 and 9 and in relation to any business to which section CW42 of the Income Tax Act 2007 applies, means a person specified in paragraphs (i) to (iv) of subsection (5)(b) of that section, the persons currently specified being:
- i. a settlor or trustee of the trust by which the business is carried on; or
 - ii. a settlor or trustee of the trust by which the business is carried on; or
 - iii. a shareholder or director of the company by which the business is carried on; or
 - iv. a settlor or trustee of a trust that is a shareholder of the company by which the business is carried on; or
 - v. a person associated with a settlor, trustee, shareholder, or director already mentioned in this definition.
- (n) *Residing in Aotearoa New Zealand* may include a period of living overseas unless the person no longer has a permanent place of abode in Aotearoa New Zealand and is absent from Aotearoa New Zealand for more than 325 days in any 12-month period.
- (o) *Returned volunteer* and *previous volunteer* means a VSA volunteer who has carried out an assignment to the satisfaction of VSA.
- (p) *VSA Member* means any person who has consented to become a member of VSA, either by paying for corporate, individual, or family membership, by agreeing to be an honorary member, or accepting a nomination and being awarded life membership.
- (q) *Volunteer* refers to a person who contracts with VSA in return for development services to meet the purpose of VSA as defined in clause 3, and may be paid a living allowance, expenses, and have accommodation provided.
- (r) *Voting information* includes a clear explanation of the preferential voting system used by VSA and clear voting instructions, and may also include biographical and other information supplied by each candidate in accordance with specifications set by the Council.
- (s) *Written notice* means a notice sent by post or by electronic means to the address or email of a member recorded by VSA in its membership records.