



NZSSDA

New Zealand Stainless Steel Development Association Rules

1. Name

The name of the society is New Zealand Stainless Steel Development Association Incorporated

2. Objectives / Purposes

- 2.1 The Association is a not-for-profit organisation registered with a constitution and bylaws under the Incorporated Societies Act 1908. The Association's primary purposes are to:
- 2.1.1 Develop and promote standards and specifications applicable to the New Zealand stainless steel market by such means as seem proper to the executive, including (but not only) the awarding of scholarships, plus organising discussions, seminars, webinars, conferences, certification, or training.
 - 2.1.2 Publish in any form and disseminate as widely as possible by all means available stainless steel related information.
 - 2.1.3 Actively promote new applications and skills in the utilisation of stainless steel, including identifying overseas trends and communicating these to Members and associated organisations.
 - 2.1.4 Establish and maintain a data base, web site and library of resources applicable to our industry and Members.
 - 2.1.5 Encourage research and scientific work in connection with stainless steel and all matters concerned with or relating to its use.
 - 2.1.6 Collaborate with any institution, organisation, group, or person engaged in activities related to stainless steel, whether in NZ or overseas.

3. Definitions

“Act” – means the Incorporated Societies Act 1908 or any Act which replaces it (including amendments to it from time to time), and any associated subordinate regulations.

“Administrator” – means an individual as appointed at any time by the Executive as paid support for the Executive.

“Association” – means New Zealand Stainless Steel Development Association.

“Chairperson” – means the duly elected Chairperson of the Association.

“Executive” – means the members of the executive committee tasked with administering the Association.

“Executive Director” – means an individual as appointed at any time by the Executive as paid support for the Executive.

“Meeting” – means a meeting of the Association or the Executive.

“Member” – means a person who has fully paid their membership subscription fees and who has been accepted into membership pursuant to these Rules.

“General Meeting” – means an Annual General Meeting, or a Special General Meeting of the Association.

Stainless Steel” – includes the full range of corrosion resisting alloys as listed below:

- Iron base alloys including minimum 12% Chromium as a component
- Nickel or Molybdenum based alloys
- Titanium, Zirconium, and other specialised alloys may be encompassed at the discretion of the Executive

4. Membership

Membership is available by written application to the Association. It comprises the following classes:

- 4.1 **Individual Membership:** open to interested individuals, with voting rights.
- 4.2 **Reciprocal Membership:** open to other Stainless Steel Associations, plus New Zealand professional organisations, with no voting rights.
- 4.3 **Student Membership:** open to any individual pursuing an academic or trade qualification which is accepted by the Executive as relevant to the objectives and purposes of the Association, with no voting rights and no subscription requirement.
- 4.4 **Associate Membership:** open to government agencies, plus education and research organisations, with no voting rights.
- 4.5 **Bronze Membership:** open to fabricators and manufacturers, end users and service providers, engineering, architectural and design consultants, plus any Associate Members, with voting rights.
- 4.6 **Silver Membership:** open to all Bronze and Associate Members, plus local and overseas based mills, mill agents, traders, and international associations, with voting rights.
- 4.7 **Gold Membership:** open to all Silver, Bronze and Associate Members, plus single site NZ distributors / stockists, with voting rights.
- 4.8 **Chromium Membership:** Open to all Gold, Silver, Bronze, and Associate Members, plus multi-site NZ distributors / stockists, with voting rights.

- 4.9 **Nickel Membership:** Open to all other membership categories, with voting rights.
- 4.10 **Platinum Membership:** Open to all other membership categories, with voting rights.
- 4.11 **Honorary Membership:** Open to individuals who have been recognised by the Executive for their service to the Association, with no voting rights.
- 4.12 For all memberships, each organisation shall nominate in writing a person to act as its representative. That person has the right to attend all General Meetings and to exercise all rights of membership applicable on behalf of that Member. From time to time, a Member may revoke the appointment of such representative and nominate another person in their place.
- 4.13 Every Member shall as a condition of membership pay such subscription as applicable to their membership level within 60 calendar days of invoicing.
- 4.14 All Members agree that the membership subscription is paid annually and is for the duration of the Association's financial year as noted in Rule 14.2. Any and all sums paid by the Members are non-refundable.
- 4.15 The Executive shall have the power to establish special membership classes, and must define applicable eligibility, obligations, and rights for those admitted under such special classes.

5. Admission, Expulsion and Resignation of Membership

- 5.1 Each application for membership shall be made on the appropriate form as made available by the Association, submitted either electronically or by post, and will be reviewed by the Executive committee. Membership, and continuing membership, is contingent and only effective upon payment of the appropriate subscription within the timeframe noted in Rule 4.13 above.
- 5.2 Any Member may, by notice in writing to the Association, resign membership after paying all sums owing to the Association, with such resignation taking effect at the end of the financial year of the Association.
- 5.3 The membership of any Member may be terminated or suspended by a majority decision of the Executive:
 - 5.3.1. If such a Member passes away or becomes bankrupt or assigns their estate for the benefit of creditors, or the case of the company goes into liquidation (except in circumstances where a voluntary liquidation is for the purposes of reconstruction or receivership).
 - 5.3.2. If the Member is no longer qualified for membership of the Association.
 - 5.3.3. If the Member is in default for a period of six months in the payment of any subscription or membership fee or part thereof, or any other monies owing to the Association, or if the Member has not discharged any of its other obligations to the Association.

5.3.4. If the Executive is reasonably satisfied that the continued membership of the Member in question is not in the best interest of the Association.

5.4 In the event of termination or suspension by way of Rule 5.3, the Association shall provide the Member in question with a notice of intention to terminate membership.

5.5 Such a Member may, within twenty-eight calendar days of receiving notice from the Association of intention to terminate membership, make written application to appear or place before the Executive any explanation and will be heard either electronically or in person in respect of such explanation. The Executive shall give consideration to any such explanation but shall otherwise have discretion whether or not to terminate the Member's membership and shall promptly advise the Member of its decision.

5.6 A Member ceasing to be a Member for any reason shall remain liable to the Association for any fees, subscriptions or other monies which may have become due prior to the membership cessation.

5.7 The Executive may readmit to membership any Member whose membership was terminated, pursuant to rules 5.3.2, 5.3.3 or 5.3.4 upon full discharge by such Member of his prior obligations.

6. Notice of Meeting

6.1 The Annual General Meeting of the Association shall be held within 12 weeks of the end of the Financial year at a time and place to be decided by the Executive.

6.2 Fourteen clear calendar days' notice must be given to Members prior to the Annual General Meeting. Accidental omission to give notice of a General Meeting to any Member, or the non-receipt of notice of a General Meeting by any Member, shall not invalidate the proceedings at any meeting. Notice may be given to Members by post, courier, or email.

6.3 The notice shall specify the time, place and agenda of the meeting and any notices of motion, as decided by the Chairperson or the Executive.

6.4 Any Special General Meeting shall be held within 21 calendar days of a decision to hold the meeting by the Chairperson, or by resolution of the Executive, or if a requisition stating the business required to be conducted is lodged at the registered office of the Association by not less than 5 members, and with written advice to all Members at the time of the decision (such advice to include a description of the business to be conducted at the meeting).

7. Proceedings of Meetings

7.1 At the Annual General Meetings, there shall be presented the minutes of the previous General Meeting for approval, the Chairperson's Annual Report, the audited Balance Sheet plus Income and Expenditure account for the preceding year, appointment of an auditor, consideration of any notices of motion, general business, and introduction to the incoming elected Executive. Any other business must be notified to Members at the time of the notice of meeting.

- 7.2 The current Chairperson shall preside over each Meeting and General Meeting (or in their absence the deputy Chairperson, or a member of the Executive as agreed by the meeting). At the close of each Annual General Meeting, the new Chairperson will commence their role.
- 7.3 The quorum at a General Meeting shall be not less than half those listed by the Association as eligible Members based on the immediate past financial year, or the number of persons who constitute a quorum for an Executive meeting – whichever is the lesser. If within 30 minutes of the time appointed there is no quorum present, the meeting shall be adjourned to be held at a time and place to be notified by the Executive with a further notice to Members no earlier than 1 week and no later than 4 weeks from the original General Meeting date.
- 7.4 Voting shall be by a show of hands unless a ballot is requested by three or more attending Members. When a ballot is held, each Member representative shall be entitled to the number of votes as described in Rule 8.3 below.
- 7.5 Any Member with voting rights that is unable to attend any General Meeting in person or electronically, may appoint any other Member to be a proxy, provided a proxy form is signed and delivered to the Association prior to the commencement of the General Meeting.
- 7.6 Only Members present or represented by proxy shall have the right to vote on any motion at a General Meeting.
- 7.7 A Special General Meeting shall be presided by the Chairperson or the deputy Chairperson (subject to any conflict of interest). The business to be covered shall only be as per the notice sent to Members unless there is unanimous agreement at the meeting to include other business.
- 7.8 Notices of motion may be presented only by Members and shall be supported by an explanation of the reasons for the motion.
- 7.9 Meetings and General Meetings may be held at one or more venues in person or using any real-time audio, audio and visual, or electronic communication that gives each Member a reasonable opportunity to participate.

8. Voting Rights

- 8.1 All Members of the Association (except those holding Reciprocal Membership, Student Membership, Associate Membership or Honorary Membership) shall be entitled to vote at a General Meeting. They are also entitled to vote in the election of members to the Executive.
- 8.2 The number of votes that each Member is entitled to is determined by their membership level paid for in the current financial year (or the previous financial year with regard to the Annual General Meeting).
- 8.3 The membership categories and votes applicable to that category are as follows:
- Individual – 1
 - Bronze – 2
 - Silver – 3
 - Gold – 5
 - Chromium – 7

- Nickel – 10
- Platinum – 20
- Reciprocal, Student, Associate and Honorary – 0

9. Subscription

- 9.1 Every Member shall pay to the Association such annual subscription as determined by their membership class and in accordance with rates determined by the Executive which shall not be unreasonable and not for the purposes of making a profit.
- 9.2 Annual subscriptions shall be payable to the Association on demand.
- 9.3 The Executive has the power to set subscription amounts below the annual amount according to the time of application relevant to the portion of financial year remaining.
- 9.4 The Executive has the power to set subscription amounts for any new membership class that is introduced.
- 9.5 The Executive shall have the power to cancel in whole or in part any subscription fee or other monies due to the Association by any Member.

10. Executive

- 10.1 The Executive of the Association shall consist of:
- 10.1.1 A minimum of four and up to eight persons, being nominated representatives of Members of the Association.
- 10.1.2 Where elected Executive members are below the maximum of eight, the elected Executive members may, if acting unanimously, co-opt up to three persons onto the Executive to make up to eight total, for a term not exceeding one year.
- 10.1.3 An attempt will be made to have a balanced composition with representation from fabricator / distributor / service / consultant groups, as well as across membership regions.
- 10.2 The Executive elected under 10.1.1 and 10.1.2 shall hold office for one year, with retirement effective at the time of the Annual General Meeting. Executive members can be subsequently re-elected, with no restriction to the number of years serving on the Executive.
- 10.3 Each incoming Executive must elect from amongst themselves a Chairperson, deputy Chairperson, and Treasurer. This election must take place following the annual election of the Executive by members, and prior to the Annual General Meeting. These roles are filled immediately following the Annual General Meeting.
- 10.4 No person shall hold the office of Chairperson for more than three years consecutively. The deputy and Treasurer roles have no such limitation.
- 10.5 At least one month prior to the balance date each year, the Chairperson shall instruct that invitations and voting forms are sent out to all Members for nominations of the new Executive.

Nominations close no later than Balance date. If the number of nominations received exceeds the numbers allowed under 10.1.1, a postal ballot must be undertaken for which purpose each Member shall be entitled to the number of votes as set out in Rule 8.3. This postal ballot must be completed within four weeks of the balance date. The results of the final election must be declared to Members at least fourteen calendar days prior to the date of the Annual General Meeting.

- 10.6 The Members elected under 10.3 shall be invited to an Executive Meeting no less than four weeks prior to the Annual General Meeting. This will allow introduction of any new Members, farewell to any departing Members, and election by the new committee of the incoming Chairperson, deputy Chairperson and Treasurer. Any departing Executive Members are not eligible to vote for the new positions.
- 10.7 The newly elected Members are not eligible to vote on any other Executive business prior to the Annual General Meeting other than that noted in Rule 10.6.
- 10.8 Where an Executive member elected under Rule 10.1.3 or Rule 10.1.4 ceases to be a representative of a Member, the said Executive Member's membership of the Executive shall cease.
- 10.9 Any Member of the Executive may resign by giving written notice to the Executive. If elected under Rules:
 - 10.9.1. Under rule 10.1.1 their Member organisation has the opportunity to propose a replacement staff member to continue during the tenure of the current Executive; and
 - 10.9.2. Under rule 10.1.2 the Executive shall appoint another representative of a Member to fill the vacancy, such representative to hold office for the remaining term of the member the appointee replaces.
- 10.10 In the event that a member of the Executive is unable to attend any Executive Meeting, that member may be represented by another person of their organisation, or a written nomination of a deputy to act on their behalf. No deputy shall be allowed to represent an Executive member at more than two consecutive Executive Meetings without prior approval from the Executive.
- 10.11 Meetings of the Executive shall be held at such time and place as decided at the previous meeting, or as decided by the Chairperson, or at the request of three members of the Executive. The Executive must meet a minimum of five times every year.
- 10.12 The Chairperson shall preside over each Executive Meeting. In their absence, the deputy assumes this role. Should both be absent, the attending Executive members shall elect a chairperson at the start of the meeting.
- 10.13 No business shall be transacted at any Executive Meeting unless there is a quorum present, which shall be at least four persons at that time holding office and entitled to vote.
- 10.14 Every Executive member should be given reasonable notice prior to each meeting date (minimum seven calendar days) but any accidental omission of notice to any member of the Executive shall not invalidate the proceedings at any Executive Meeting.

- 10.15 Proposals arising at any Executive Meeting shall be decided by a majority of votes exercised by those eligible and present. In the event of an equality of votes, the person presiding as Chairperson may exercise a casting vote.
- 10.16 Should any decision be required outside of an Executive Meeting, a resolution in writing signed by all members of the Executive entitled to vote shall be as valid and effectual as if passed at an Executive Meeting duly called and constituted.
- 10.17 The Executive may make regulations for its guidance or to facilitate the transactions of business of the Association provided that such regulations are not inconsistent with the Rules of the Association.
- 10.18 The Executive may exercise any of its powers notwithstanding any vacancy in the number of its members.
- 10.19 The Executive may establish committees and may delegate to any such committee or an officer of the Association such powers and duties as the Executive thinks fit (except the power of transferring title to or giving security over the property of the Organisation). The Chairperson shall ex officio be a member of every committee established by the Executive. Unless otherwise decided by the Executive, the meetings, and proceedings of every such committee shall be governed by the provisions contained in these Rules for regulating the meetings and proceedings of the Executive as far as the same are applicable.

11. Powers and Duties of the Executive

The Executive in furtherance of the Association's objectives and purposes under Clause 2 may exercise the following powers and duties after prior approval by resolution of the Executive:

- 11.1 Power to make, amend, alter, or rescind Rules as it may deem necessary for the conduct of the Association, provided such are not inconsistent with any of the objectives or purposes of the Association under Clause 2, or with the provisions of the Act.
- 11.2 Power to acquire by purchase, donation or otherwise any property, whether real or personal and including intellectual property.
- 11.3 Power to sell, lease or otherwise turn to account and whether for valuable consideration or gratuitously any real or personal property and to grant any estate, right, licence or interest in or in respect of any such property.
- 11.4 Power to grant subsidies, scholarships, and payments whether for valuable consideration or gratuitously to any person for any of the purposes of the Association.
- 11.5 Power to borrow or raise money for any of the objects of the Association and to contract for repayment of money so borrowed and to give security over any of the property of the Association for such repayment.
- 11.6 Power to accept and hold property, both real and personal, upon trust for any purpose within the scope of the purposes previously set out in these Rules.

- 11.7 Power to employ staff and engage contractors on such terms as it thinks fit and to remove those employed or engaged as required (including the Administrator and Executive Director).
- 11.8 Power to use the funds of the Association as the Executive may consider necessary or proper in payment of the costs and expenses in furthering or carrying out the objects of the Association or any of them including the payment of employees, contractors and agents as shall appear necessary or expedient, also to lease property or hire equipment.
- 11.9 Power to enter into contracts (including contracts of borrowing and contracts of service) in furtherance of the objects of the Association.
- 11.10 Power to institute, conduct, defend, settle, or abandon any legal proceedings by or against the Association or its officers, or otherwise concerning the affairs of the Association, and also to compound and allow time for payments or satisfaction of any debts due and of any claim or demands by or against the Association.
- 11.11 Power to guarantee the performance of the obligations or contracts of any person or corporation.
- 11.12 Power to gift or transfer any property of the association both real and personal to any trust, charitable trust, or other organisation with objects similar to the objects of the Association.
- 11.13 Power to do all things deemed by the Executive to be necessary, convenient, or incidental to the carrying out of the purposes of the Association.

12. Control and Investment of Funds

- 12.1 The control and investment of funds of the Association shall be in the hands of the Executive. It has the power as it thinks fit to invest and re-invest any funds not immediately required in New Zealand in such a manner as it may determine (whether using bank or trust fund) provided that the funds of the Association can only be used solely for the objects and purposes set out in Clause 2.
- 12.2 The Executive may authorise employees or members of the Executive to open in the name of the Association such accounts in trading or savings banks as it may think fit.
- 12.3 All income for the Association shall immediately be paid to the credit of such bank account(s) as the Executive decides.
- 12.4 All disbursements shall be made from such bank account(s) on receipt of verified invoice or statement, with all withdrawals requiring signature (electronic or physical) or electronic authorisation of at least two approved representatives of the Executive.
- 12.5 The Association does not have the purpose of making a profit for any Member and there shall be no distribution of property or monies in any form to any Member.
- 12.6 No Member of the Association or any person associated with a Member shall participate in or materially influence any decision made by the Association, in respect of payment to or on behalf of that Member or associated person of any income, benefit or advantage whatsoever.

- 12.7 Any income paid or benefit or advantage conferred shall be reasonable and no more than that which would be paid in an arm's length transaction (being open market value). No alteration, addition to or revision of these Rules may alter or negate this, Rule.

13. Accounts

- 13.1 The financial management of the Association will be undertaken in accordance with modern business practices and is the responsibility of the Executive.
- 13.2 The financial year of the Association shall be from 1 July to 30 June, unless otherwise determined by the Executive.
- 13.3 As soon as practicable after the close of the financial year, the Executive shall cause annual accounts to be prepared containing the following:
- 13.3.1 The income and expenditure of the Association during the financial year then ended;
and
- 13.3.2 The balance sheet of assets and liabilities of the Association at the close of the year.
- 13.4 The Executive shall cause the annual accounts to be audited by any auditor appointed at the previous Annual General Meeting, or in the case of unavailability by an auditor appointed by the Executive who shall be a Chartered Accountant.

14. Interpretation and Alteration of Rules

- 14.1 In the event of any questions arising as to the construction or application of any of these Rules, or any by-laws or regulations of the Association, the Executive is empowered to decide the same in accordance with any applicable requirements of the Act, and its decision on any such points shall be final and binding on all Members.
- 14.2 In the event of any question arising which is not covered by these Rules, the Executive shall decide the issue.
- 14.3 Unless the context requires otherwise, words importing one gender shall include all other genders. Also, words importing the singular shall include the plural and vice versa.
- 14.4 These Rules cannot be amended in any manner that would allow any person or entity to personally derive a pecuniary advantage from the Association.
- 14.5 An amendment to the Rules of the Association shall be proposed by notice of motion. Any such motion or amendment shall be passed with a two thirds majority of the membership of the Association at a General Meeting.
- 14.6 No addition or alteration of any clause concerning the objectives or purpose of the Association, prohibitions upon personal benefits or the winding up of the Association shall be made which affects the not-for-profit status of the Association. This clause shall not be removed from these Rules nor amended, removed, replaced, or nullified by any variation to or replacement of these Rules.

15. Office

The registered office of the Association shall be at such a place as may be determined from time to time by the Executive.

16. Expressions of Opinion

No Member or employee of the Association shall state an opinion to be that of the Association unless that person receives prior written approval from the Chairperson and Executive Director of the Association, or any two Executive members of the Association.

17. Research

17.1 Nothing in these rules shall prevent discussion, disclosure, or publication as between members of the Executive or Association or its officers relating to research undertaken or proposed to be undertaken by or on behalf of the Association.

17.2 Every employee of the Association or contracted person engaged in research or other technical work shall contract in writing that they will hold exclusively for the benefit of, and assign to the Association at the cost of the Association, all rights and ownership in any discoveries, inventions, designs or other results arising in the course of such employment or engagement provided that the Executive shall in its discretion be at liberty to pay to any such employee or contracted person in respect of any such results such remuneration as it may think proper in the circumstances.

17.3 The Association shall not manufacture or market any articles or substances, whether or not the subject of any inventions, improvements or processes resulting from research commissioned by the Association, in such a way as to compete with the business of any Member or Members of the Association without the prior consent of all affected Members.

17.4 Nothing in these rules shall be construed so as to give any person power to enter upon the premises of any person, firm, company, or organisation who is a Member of the Association, and any person shall be entitled only to such rights on the premises of any Member as each such Member shall determine.

17.5 No Member of the Association shall be entitled to require discovery of, or any information relating to research or make use of any such information except in strict accordance with rules and regulations made by the Executive.

18. Winding Up

18.1 The Association may be wound up if the Members at an Annual General Meeting or Special General Meeting pass by a two-thirds majority a resolution requiring the Association to be wound up. The resolution shall then be confirmed at a subsequent Special General Meeting called for that purpose and held not earlier than thirty calendar days and not later than sixty calendar days after the date on which the first resolution was passed.

18.2 If upon winding up or dissolution of the Association there remains after the satisfaction of all debts and liabilities any property whatsoever, the same shall not be distributed among the

Members of the Association but shall be given or transferred to some other organisation or body with similar objectives to the Association, or for such charitable purpose within New Zealand as may be chosen by the final Executive.

Signed by three members of New Zealand Stainless Steel Development Association Incorporated:

Member Signature

Member Signature

Member Signature

Member Name

Member Name

Member Name