

**THE NEW ZEALAND
EARLY INTERVENTION IN PSYCHOSIS SOCIETY INCORPORATED
CONSTITUTION**

1. TITLE / INGOA

- 1.1 The name of the organisation shall be: The New Zealand Early Intervention in Psychosis Society “**NZEIPS**” Incorporated

2. OBJECTIVES / KAUPAPA

- 2.1 NZEIPS is committed to:

- (a) Ensuring the principles of Te Tiriti o Waitangi are incorporated into all of NZEIPS's endeavours:
 - (i) Promoting the appropriate use of cultural treatments for persons with schizophrenia and other psychoses;
 - (ii) Promoting the integration of biopsychosocial and cultural treatments in treatment plans and comprehensive treatment of all persons with early psychosis;
 - (iii) Promoting the appropriate use of biopsychosocial and cultural understandings and approaches in all phases of the disorders especially early detection and treatment;
 - (iv) Promoting research into individual, group and family, biopsychosocial therapies, preventative measures and cultural understandings for those with psychotic disorders;
 - (v) Supporting treatments that include individual, family, group and cultural approaches and treatment methods that are consistent with the Early Intervention model/approach;
 - (vi) Advancing education, training and knowledge of mental health professionals in the bio psychosocial and cultural interventions in the treatment and prevention of psychotic mental health disorders for the public benefit regardless of race, religion, gender or socio-economic status;
 - (vii) Enhancing awareness amongst professionals, administrators and legislators in the public sector about early interventions in psychosis and to make available to the general public knowledge of such therapies and interventions and where so, to bring to the public's attention the scarce availability of such therapies and interventions;
 - (viii) Facilitating communication amongst mental health professionals, administrators and legislators, by means of publications, newsletters, journals, scientific conferences, meetings and e-mail discussion groups;
 - (ix) Creating a central institution for the collection, provision, maintenance and spread of information and knowledge of early intervention relevant to psychotic disorders. To establish, carry on, promote,

organise, finance and encourage the study, writing, production, publication and distribution of books, periodicals, monographs, pamphlets, articles and other literature and to arrange meetings and lectures and to arrange for the reading of papers and holding of seminars or discussions and to circulate any periodicals and literature that may be deemed advisable by the Executive Committee.

3. POWERS / TAKETAKE

3.1 In pursuance of the above objectives, NZEIPS shall have the ability to:

- (a) use its funds as the Executive Committee thinks necessary or proper in payment of its costs and expenses, including the employment and dismissal of counsel, solicitors, agents, officers and staff, according to principles of good employment and the Employment Relations Act 2000 or any subsequent enactments;
- (b) purchase, take on, lease or in exchange or hire or otherwise, acquire any real or personal property and any rights or privileges which the Executive Committee thinks necessary or proper for the purpose of attaining the objects of NZEIPS and to sell, exchange, let, bail or lease, with or without option of purchase or, in any other manner, dispose of such property, rights or privileges;
- (c) invest surplus funds in any way permitted by law for the investment of incorporated society funds and upon such terms as the Executive Committee thinks fit;
- (d) borrow or raise money from time to time with or without security and upon such terms as to priority or otherwise as the Executive Committee thinks fit;
- (e) carry on any business in line with the objects of NZEIPS;
- (f) establish and support or aid in the establishment and support of any associations or institutions in accordance with the objectives in clause 2 and to subscribe or guarantee money for charitable purposes;
- (g) joint or affiliate or co-operate with and subscribe to any association, society or corporation and to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any such association, society or corporation;
- (h) do all things as may from time to time be necessary or desirable to give effect to and attain the objects of the NZEIPS

4. MEMBERSHIP

Admission

- 4.1 Any person who agrees with the objects of NZEIPS may, subject to the Executive Committee's approval, become a member by application in writing and upon payment of the membership subscription set from time to time by a General Meeting of NZEIPS.
- 4.2 The Secretary of NZEIPS shall maintain a register of members in accordance with the provisions of the Incorporated Societies Act, 1908 and subsequent enactments.

- 4.3 Membership is not indicative of, and must not be used to indicate any form of professional competence or expertise.

Resignation

- 4.4 Any person may resign membership of NZEIPS on giving written notice to the Secretary.
- 4.5 The Secretary will maintain a record of any resignation.

Expulsion / Te pananga

- 4.6 The procedure for expulsion of members will be as follows:
- (a) Any person or organisation may make a complaint to the Executive Committee that the conduct of a member of NZEIPS is or has been injurious to the character of NZEIPS. Every such complaint will be in writing and addressed to the Secretary.
 - (b) If the Executive Committee considers that there is sufficient substance in the complaint, it may invite the member to attend a meeting of the Executive committee and to offer a written and/or oral explanation of the member's conduct.
 - (c) The Executive Committee will give the member at least fourteen (14) days written notice of the meeting. The notice will:
 - (i) sufficiently inform the member of the complaint so that the member can offer an explanation of the member's conduct; and
 - (ii) inform the member that if the Executive Committee is not satisfied with the member's explanation, the Executive Committee may expel the member from NZEIPS;
 - (iii) if in the meeting the Executive Committee decides to expel the member from NZEIPS the member will cease to be a member of NZEIPS.

5. GENERAL MEETINGS / NGA HUI WHÄNUI

- 5.1 "General Meeting" refers to both Annual General Meeting and Special General Meeting, unless otherwise specified.

Quorum

- 5.2 The quorum for a General Meeting will be fifteen (15) members present in person.
- 5.3 At least fourteen (14) days notification of each General Meeting will be given to members via email addresses recorded in the register of members. It will be the responsibility of members to keep the office informed of their contact details.

Notification

- 5.4 Notification of a General Meeting will specify the time, date and place of the meeting. Notification will also describe (in a general way) all the matters that will arise to be considered and specify what further and more detailed information on these matters is

available from the Executive Committee. Full information will be provided concerning any proposed amendments to the constitution or any matters, which is the business of a Special General Meeting. Such information will be supplied to any member requesting it.

Process

- 5.5 Members will have the opportunity to propose agenda items by notifying the secretary at least seven (7) days before a general meeting. Items will then be included upon approval by the Executive Committee.
- 5.6 The current Chairperson of the Executive Committee will chair the General Meeting. In the absence of the Chairperson the meeting will elect a person to chair the meeting from among the members present.

Voting

- 5.7 All questions will, if possible, be decided by consensus. However, where a consensus decision cannot be reached on a matter, the decision will be made by a majority vote.
- 5.8 Only current full members will be eligible to vote.
- 5.9 Voting will be by a show of hands unless members indicate an alternative preference. If any member requests a secret ballot on any vote or election, a secret ballot will be held.
- 5.10 If voting is tied, the chairperson will have a casting vote.

6. ANNUAL GENERAL MEETINGS / NGA HUI A TAU

- 6.1 The Annual General Meeting ("**AGM**") will be held annually at the National Training Forum or in the absence of a national training forum as part of a regular quarterly NZEIPS executive meeting.
- 6.2 The AGM will carry out the following business:
 - (a) receive the minutes of the previous AGM and of any other General Meeting held since the last AGM;
 - (b) receive the Executive Committee's report on the activities of NZEIPS over the last year and the proposed priorities and directions for NZEIPS in the current year;
 - (c) receive the balance sheet and statement of income and expenditure for the past year and the estimate of income and expenditure for the current year;
 - (d) elect up to eight members of the Executive Committee of NZEIPS
 - (e) conduct any other business, which may properly be brought before the meeting.

7. SPECIAL GENERAL MEETINGS / NGA HUI OHORERE

- 7.1 Special General Meetings ("**SGM**") may be called by the Executive Committee **or** by a written request made by at least five (5) members and delivered to the Secretary. Where the meeting has been called on the written request of five (5) members it will be called within thirty (30) days of the delivery of that request to the Secretary.

- 7.2 A SGM will only consider business related to the reason for which it is called, as notified to the members (see section 5.4).

8. EXECUTIVE COMMITTEE / TE KOMITI WHAKAHAERE

- 8.1 The Executive Committee will be composed of the immediate past president, 8 elected members and up to four co-opted members aiming to obtain representation across disciplines and regions. The executive committee will elect a Chairperson, Secretary and Treasurer, from within the group.
- 8.2 The Executive Committee will have the power to fill any places vacant following the AGM or fill any vacancy that arises in the Executive Committee or among its names officers until the next AGM. The Executive will also have the power to co-opt up to four ordinary members of the society, in addition to retaining the immediate past president, until the next AGM.
- 8.3 Elected members of the Executive Committee will be elected for a two year term. At the end of this term they will retire at the AGM, but will be eligible for re-election at the same and subsequent meetings. Newly elected Executive Committee members will take office immediately upon their election.
- 8.4 Nominations: Nominations for elected positions on the Executive Committee, including officer-bearers, may be by way of written nomination signed by a current member and endorsed with the consent of the nominee and given to the Secretary at least seven (7) days before the day fixed for the AGM. No nomination may be withdrawn after the date on which nominations close. If there are insufficient nominations to fill the vacant positions on the Executive Committee, oral nominations may be received at the AGM, provided that no member will be elected who has not consented to being nominated.
- 8.5 Resignations: Members of the Executive Committee may resign by giving notice in writing to the secretary.
- 8.6 The procedure for meetings will be as follows:
- (a) A quorum will be at least 6 members.
 - (b) If a member of the Executive Committee, including an office-bearer, does not attend 3 consecutive meetings without leave of absence that member may, at the discretion and on decision of the Executive Committee, be removed from the Executive Committee.
 - (c) All questions will if possible be decided by consensus. In the event that a consensus cannot be reached then a decision will be made by a majority vote by show of hands.
 - (d) If the voting is tied, the Chairperson will exercise a casting vote.
 - (e) Each meeting will be chaired by the Chairperson of NZEIPS or, in her/his absence, by a person appointed by the Executive Committee.
- 8.7 The Executive Committee will meet at least 2-3 times every year. Meetings may be held in person or by any other means of communicating as decided on by the Executive Committee from time to time. All members of the Executive Committee, including office-bearers, will be given at least 7 days notice of the meeting by the Secretary, verbally or in writing.

- 8.8 The Secretary will ensure that a minute book is maintained which is available to any member of NZEIPS and which, for each meeting of the Executive Committee, records:
- (a) the names of those present;
 - (b) all decisions which are required by the constitution or by law to be made by NZEIPS; and
 - (c) any other matters discussed at the meeting.
- 8.9 The Executive Committee will at all times be bound by the decisions of the members at General Meetings.
- 8.10 The Executive Committee shall have the power to appoint and dismiss a paid secretary and such other employees of NZEIPS, not being members of the Executive Committee as it may from time to time determine, or to arrange with any other organisation for the provision of secretarial and administrative services.

9. INCOME, BENEFIT OR ADVANTAGE TO BE APPLIED TO OBJECTS / KO NGA RAWA HEI PAINGA MO TE IWI

- 9.1 Any income, benefit or advantage will be applied to the objects of NZEIPS.
- 9.2 No member of NZEIPS or any person associated with a member shall participate in or materially influence any decision made by NZEIPS in respect of any payment to or on behalf of that member or associated person of any income, benefit or advantage whatsoever. Any such income paid shall be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value).

10. POWER TO DELEGATE / TURU TAKETAKE

- 10.1 The Executive Committee may from time to time appoint such sub-committees as may be deemed necessary, and may determine their terms of reference, powers, duration and composition, provided that all acts and proceedings of any such sub-committee shall be fully and promptly reported to the Executive Committee.
- 10.2 Any committee or person to whom NZEIPS has delegated powers or duties will be bound by the charitable terms of NZEIPS **and** any terms or conditions of the delegation set by the Executive Committee.
- 10.3 NZEIPS will be able to revoke such delegation at will, and no such delegation will prevent the exercise of any power or the performance of any duty by the Executive Committee.
- 10.4 It will not be necessary for any person who is appointed to be a member of any such committee, or to whom such delegation is made, to be a member of NZEIPS.

11. FINANCIAL ARRANGEMENTS / WHAKARITE PŪTEA

- 11.1 The financial year of NZEIPS will be from 1 April to 31 March the following year.
- 11.2 The Executive Committee shall have power to obtain, collect and receive money and funds by way of contributions, donations, subscriptions, deeds of covenant, legacies, grants or any other lawful method, and to accept and receive gifts of property of any description.

- 11.3 The funds of the Network including all donations contributions and bequests shall be paid into an account operated by the Executive Committee in the name of NZEIPS at such bank as the Executive Committee shall from time to time decide. All cheques drawn from the account must be signed by at least two persons authorised by the Committee, at least one of whom must be an Executive Committee member.
- 11.4 The Treasurer will ensure that true and fair accounts are kept of all money received and expended.
- 11.5 The Executive Committee may arrange for the accounts of NZEIPS for that financial year to be audited by a person appointed for that purpose.

12. COMMON SEAL / TE TOHE TAKETAKE

- 12.1 The common seal of NZEIPS will be kept in the custody and control of the Secretary.
- 12.2 When required, the common seal will be affixed to any document following a resolution of NZEIPS and will be signed by the Treasurer and one other person appointed by the Executive Committee.

13. INDEMNITY / INIHUATIA

- 13.1 No Officer or member of the Executive shall be liable for the acts or defaults of any other Officer or member of the Executive or any loss occasioned thereby, unless occasioned by their wilful default or by their wilful acquiescence.
- 13.2 The Officers, Executive and each of its members shall be indemnified by NZEIPS for all liabilities and costs incurred by them in the proper performance of the functions and duties, other than as a result of their wilful default.

14. ALTERATION OF RULES / TE WHAKAREREKĒTANGA TURE

- 14.1 The rules of NZEIPS may only be amended in any way by a 2/3 majority of eligible members personally present at any General Meeting, provided that no addition to or alteration of the objects clause (Clause 2), the pecuniary profit clause (Clause 9), the activities limited to New Zealand clause (Clause 16), or the winding up clause (Clause 17) will be approved without the prior consent of the Department of Inland Revenue.

15. MEDIATION & ARBITRATION / TAKAWAENGA

- 15.1 Any dispute arising out of or relating to this deed may be referred to mediation, a non-binding dispute resolution process in which an independent mediator facilitates negotiation between parties. Mediation may be initiated by either party writing to the other party and identifying the dispute, which is being suggested for mediation. The other party will either agree to proceed with mediation or agree to attend a preliminary meeting with the mediator to discuss whether mediation would be helpful in the circumstances. The parties will agree on a suitable person to act as mediator or will ask the Arbitrators' and Mediators' Institute of New Zealand Inc. to appoint a mediator. The mediation will be in accordance with the Mediation Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc.
- 15.2 The mediation shall be terminated by:
- (a) the signing of a settlement agreement by the parties; or

- (b) notice to the parties by the mediator, after consultation with the parties, to the effect that further efforts at mediation are no longer justified; or
- (c) notice by one or more of the parties to the mediation to the effect that further efforts at mediation are no longer justified; or
- (d) the expiry of sixty (60) working days from the mediator's appointment, unless the parties expressly consent to an extension of this period.

15.3 If the mediation should be terminated as provided in 15.2 (b - d) any dispute or difference arising out of or in connection with this constitution, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in New Zealand in accordance with New Zealand law and the current Arbitration Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc. The arbitration shall be by one arbitrator to be agreed upon by the parties and if they should fail to agree within twenty-one (21) days, then to be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Inc.

16. ACTIVITIES LIMITED TO NEW ZEALAND / NGA MAHI KI AOTEAROA ANAKE

16.1 The activities of NZEIPS will be limited to New Zealand / Aotearoa.

17. DISPOSITION OF SURPLUS ASSETS / TE TUKU TOENGA RAWA

17.1 NZEIPS may be wound up if at a General meeting of its members, it passes a resolution to wind up, and the resolution is confirmed at a subsequent general meeting called together for that purpose and held not earlier than 30 days after the date on which the resolution to be confirmed was passed.

17.2 Any surplus assets after the payment of all outstanding liabilities will be distributed among such community organisations in New Zealand that have similar objects to NZEIPS and as the members will decide in a General Meeting. If NZEIPS is unable to resolve any disagreement over the distribution of surplus assets then the provisions of Section 27 of the Incorporated Societies Act 1908, or the relevant provisions of subsequent enactments, will apply.