



**Statute of Amnesty International Aotearoa  
New Zealand Incorporated**

**Approved by the  
Annual Meeting May 2014**

# **STATUTE OF AMNESTY INTERNATIONAL AOTEAROA NEW ZEALAND INCORPORATED**

Statute as passed by Amnesty International Aotearoa New Zealand Annual Meeting 1985 and as amended by 1988, 1990, 1991, 1996, 2002, 2004, 2005, 2008 and 2012 Annual Meetings.

## **CONTENTS:**

### **1. INTERPRETATION**

#### **1.1 Use of terms**

#### **1.2 Means of communication with AIANZ members**

### **2. OFFICIAL NAME**

### **3. OFFICIAL STATUS**

### **4. OFFICIAL LOCATION**

### **5. OFFICERS OF AIANZ**

### **6. COMMON SEAL**

#### **6.2 Use of seal**

### **7. AIANZ OBJECTS: VISION AND MISSION**

### **8. AIANZ CORE VALUES**

### **9. AIANZ METHODS**

### **10. CONNECTION WITH AMNESTY INTERNATIONAL**

#### **10.1 Recognition under Amnesty International Statute**

#### **10.2 Relationship with Amnesty International**

### **11. GOVERNANCE TEAM**

#### **11.1 Governance Team membership**

#### **11.2 Functions and duties of the Governance Team**

#### **11.5 Powers of the Governance Team**

#### **11.7 Standing and ad hoc Governance Team committees**

#### **11.10 Governance Team process for making rules**

#### **11.13 Election of Governance Team**

#### **11.14 Term of Governance Team members and re-election**

#### **11.15 Vacancies and co-option onto Governance Team**

#### **11.19 Absences from Governance Team meetings**

#### **11.20 Governance Team decisions**

#### **11.22 Governance Team quorum**

#### **11.23 Minutes of Governance Team meetings**

#### **11.27 Indemnity of Governance Team members**

**CONTENTS CONTINUED:****11. 30 Observers at Governance Team meetings****12. AIANZ MEMBERSHIP**

- 12.2 Minimum membership**
- 12.3 Membership qualifications**
- 12.4 Register of members**
- 12.6 Resignation by members**

**13. REJECTION OR TERMINATION OF AIANZ MEMBERSHIP**

- 13.2 Governance Team process for rejecting membership or for terminating membership**
- 13.8 Appeal by individual or member against rejection or termination**

**14. AIANZ TEAMS**

- 14.1 Team structure**
- 14.5 Team financial activities**

**15. ANNUAL MEETING**

- 15.1 Authority of Annual Meeting**
- 15.2 Limits on AIANZ authority at Annual Meeting**
- 15.3 Annual Meeting date and venue**
- 15.6 Attendance at Annual Meeting**
- 15.8 Receipt of motions for Annual Meeting**
- 15.9 Work of Prepcom**
- 15.12 Receipt of emergency motions for Annual Meeting**
- 15.13 Nominations for members of Governance Team**
- 15.14 Governance Team nominations for Chairperson and Deputy Chairperson of Annual Meeting**
- 15.15 Willingness to stand**
- 15.16 Duties of nominators**
- 15.17 Appointment of Nominations Officer**
- 15.19 Duties of Nominations Officer**
- 15.22 Annual Meeting Standing Orders**
- 15.23 Governance Team Annual Report**
- 15.24 Circulation of draft Annual Meeting agenda and other information to members**

**CONTENTS CONTINUED:**

- 15.28 Circulation of AIANZ financial information**
- 15.29 Final agenda for Annual Meeting**
- 15.31 Annual Meeting business**
- 15.32 Quorum for Annual Meeting**
- 15.33 Process when Annual Meeting inquorate**
- 15.35 AIANZ resolutions to Amnesty International's International Council Meeting**
- 15.36 Annual Meeting minutes**

**16. VOTING AT ANNUAL MEETING**

- 16.1 Voting principle**
- 16.3 Proxy votes**
- 16.9 Secret ballot**

**17. EXTRAORDINARY MEETING**

- 17.1 Notice of Extraordinary Meeting**
- 17.3 Governance Team may call Extraordinary Meeting**
- 17.4 Business of Extraordinary Meeting**
- 17.6 Chairperson of Extraordinary Meeting**

**18. FINANCIAL PROVISIONS**

- 18.1 Governance Team management**
- 18.2 Bank account**
- 18.3 Financial year**
- 18.4 Auditors**
- 18.5 Remuneration and reimbursement**
- 18.10 Power to invest surplus funds**
- 18.11 Power to borrow money**

**19. AMENDMENTS TO THIS STATUTE**

- 19.4 Informing the International Executive Committee**
- 19.5 Entrenched clauses of this Statute**

**20. DISSOLUTION**

- 20.2 Residual property**

**21. OTHER MATTERS**

- 21.1 New Zealand law**

**22. ADOPTION OF THIS STATUTE**

## 1. INTERPRETATION

### Use of terms

#### 1.1 In this Statute:

- **AIANZ** is Amnesty International Aotearoa New Zealand Incorporated;
- **AI** is Amnesty International, a worldwide organisation of people who undertake research and action to prevent and end grave abuses of human rights;
- **Annual Meeting** includes an Annual General Meeting and an Extraordinary Meeting of AIANZ;
- **Borrow[ed] money** in clauses 18.11 and 18.12 only refers to monies above a figure of \$25,000.00;
- **CE** is the Chief Executive of AIANZ and any reference to the CE in this Statute can be read as referring to the most senior staff position in AIANZ even if the title for that position is no longer 'Chief Executive';
- **Common seal** can refer to an official stamp for AIANZ;
- **Emergency motions** are those motions for an Annual Meeting that are determined by the Governance Team to be of an emergency nature;
- **Financial statements** mean the AIANZ financial statements for the previous year ending 31 December and including the appropriate disclosure of all information as required by law;
- **GT** is the Governance Team of AIANZ;
- **Rules** are those made by the GT in accordance with the process set out in clauses 11.10 to 11.12;
- **Sections / Structures** are Amnesty International as established in each country - AIANZ is the New Zealand Section;
- **Staff** are the paid employees of AIANZ, and include the CE. For the avoidance of doubt, any reference to 'staff' in this Statute does not include people who are only paid honorariums;
- **Team** includes AIANZ members organised into a group and/or into a network. A team may be within an organisation that is a society, college, school, club, workplace or other organisation but is not a political party.

### Means of communication with AIANZ members

1.2 For the avoidance of doubt, all AIANZ communication with and provision of notice and information to AIANZ members as noted in this Statute may be carried out by electronic means (such as by email to

members and/or by postings on the AIANZ website) and/or by standard post.

## **2. OFFICIAL NAME**

2.1 The official name of the organisation is Amnesty International Aotearoa New Zealand Incorporated.

## **3. OFFICIAL STATUS**

3.1 AIANZ is registered as an incorporated society.

## **4. OFFICIAL LOCATION**

4.1 The official location of AIANZ is the location stated in AIANZ's incorporated society registration.

## **5. OFFICERS OF AIANZ**

5.1 The Officers of AIANZ are the members of the AIANZ GT.

## **6. COMMON SEAL**

6.1 AIANZ may have a common seal, if the GT so decides, and any such seal will be kept by the Chairperson of the GT.

### **Use of seal**

6.2 The common seal will only be affixed to any document as the result of a decision of the GT or a resolution of the Annual Meeting. The Chairperson and one other member of the GT must witness the affixing of the seal.

## **7. AIANZ OBJECTS: VISION AND MISSION**

7.1 The Objects of AIANZ are to promote the vision of AIANZ and

the mission of AIANZ (as set out in clauses 7.2 and 7.3), and these Objects are consistent with those of AI as set out in the Statute of AI.

7.2 The vision of AIANZ is of a world in which every person enjoys all of the human rights enshrined in the Universal Declaration of Human Rights and other international human rights standards.

7.3 In pursuit of this vision, the mission of AIANZ is to facilitate the best contribution possible in order to prevent and end grave abuses of human rights and to promote all human rights in New Zealand, in the Asia Pacific region, and worldwide.

7.4 The Objects of AIANZ shall not permit the provision of private pecuniary profit to any individual.

## **8. AIANZ CORE VALUES**

8.1 AIANZ forms part of a global community of human rights defenders believing in the universality and indivisibility of human rights - with all human rights for all people - and with a culture of:

- international solidarity;
- impartiality and independence;
- accuracy;
- accountability and internal democracy;
- effective action;
- acting locally while thinking globally; and
- mutual respect.

## **9. AIANZ METHODS**

9.1 AIANZ, in partnership with AI identifies, researches and takes effective action to stop grave abuses of human rights on behalf of individuals and communities at greatest risk of such serious human rights violations.

9.2 AIANZ works to strengthen the human rights framework - to benefit individuals, the community and all organs of society - by collaborating with others in human rights awareness, training and education programmes, and by campaigning for the development of and for compliance with domestic and international human rights standards.

9.3 AIANZ works to advance and support human rights and to stop grave abuses of human rights, through engaging and mobilising people's enthusiasm, experience, skills, willingness to participate on a voluntary basis and other resources.

## **10. CONNECTION WITH AMNESTY INTERNATIONAL**

### **Recognition under Amnesty International Statute**

10.1 AIANZ must maintain recognition by the International Executive Committee of AI as an AI Section in accordance with the Statute of AI.

### **Relationship with Amnesty International**

10.2 AIANZ must maintain close relations with AI, including through:

- a. participating in the international meetings of AI, including exercising voting rights at International Council Meetings;
- b. contributing to international AI campaigns;
- c. close cooperation with the International Executive Committee and International Secretariat; and
- d. as far as practicable, maintaining close relations with other AI Sections.

## **11. GOVERNANCE TEAM**

### **Governance Team membership**

11.1 The GT must consist of seven AIANZ members, who have GT voting rights, including a Chairperson, a Vice-Chairperson and a Treasurer. No paid member of AIANZ staff may be a member of the GT, or be a member of the GT during a period of two years after ceasing employment with AIANZ. No GT member may be a paid member of AIANZ staff during a period of two years after ceasing GT membership.

### **Functions and duties of the Governance Team**

11.2 Subject to Annual Meeting resolutions, the GT is responsible for the governance of AIANZ and for setting the strategic direction for AIANZ, in accordance with the AIANZ vision, mission, core values and methods.



11.3 Members of the GT have a duty to carry out their role in good faith on behalf of the AIANZ membership.

11.4 Members of the GT have a duty to declare to the GT any real or perceived conflict between the interests of AIANZ and a personal interest.

### **Powers of Governance Team**

11.5 The GT has the power to:

- a. appoint and dismiss the CE, as it considers necessary;
- b. delegate any of its functions to the CE, as it sees fit;
- c. appoint standing GT Committees;
- d. appoint ad hoc GT Committees when necessary to undertake specific tasks;
- e. appoint trustees to hold or manage property on behalf of AIANZ;
- f. appoint delegates and observers to attend AI's International Council Meetings and other international meetings, after calling for nominations for such representatives from the membership through the AIANZ newsletter;
- g. review and agree budgets proposed by the CE (for subsequent presentation to the Annual Meeting);
- h. determine and guide the strategic direction of AIANZ;
- i. make rules necessary for the governance of AIANZ that are consistent with this Statute and Annual Meeting resolutions.

11.6 For the avoidance of doubt, the GT powers include the financial powers set out in clause 18.

### **Standing and ad hoc Governance Team committees**

11.7 Standing GT Committees will, at a minimum, include an Audit and Risk Committee.

11.8 Ad hoc GT Committees, established as necessary for specific tasks, may include but are not limited to the following:

- International Council Meeting Committee;
- Chief Executive Support Committee;
- Annual Meeting Committee;
- Human Rights Advisory Committee.

11.9 GT members are to be appointed to such Committees by the GT as appropriate. The terms of reference for all Standing and ad hoc GT Committees will be set by the GT, with those details plus Committee decisions reported in the GT Meeting Minutes as appropriate.

### **Governance Team process for making rules**

11.10 The GT may make any rules it considers necessary for the governance of AIANZ by a vote taken in accordance with clause 11.20.

11.11 Any rules developed by the GT since the previous Annual Meeting are provisional only and are conditional upon being confirmed by a simple majority vote of the AIANZ members present at the subsequent Annual Meeting.

11.12 All rules developed by the GT must be made available to the AIANZ membership as soon as possible after the rules have been developed.

### **Election of Governance Team**

11.13 Members of the GT must be elected by an Annual Meeting as provided for in clause 15.31.

### **Term of Governance Team members and re-election**

11.14 GT members are elected for a period of two years and are subsequently eligible for re-election for a further two-year term. However, no person can be a member of the GT for more than four consecutive terms.

### **Vacancies and co-option on to Governance Team**

11.15 If fewer than seven GT members are elected at an Annual Meeting, the GT may co-opt to a total of seven members. These co-opted members will have voting rights.

11.16 A full GT of seven may co-opt up to two additional members. Those additional members will have no voting rights in the GT unless the member has been appointed to and is voting as a GT Office Holder under

clause 11.18.

11.17 Any vacancies on the GT occurring between Annual Meetings must be filled by the GT from members of AIANZ, provided that such vacancies have been advertised to AIANZ members and applications sought as widely as practicable. GT members appointed in this way serve as co-opted GT members until the next Annual Meeting, when they are eligible for election (in accordance with the procedure set out in clause 15.31). The term of the GT member so elected starts from the date of that election.

11.18 If vacancies occur for the GT Office Holder positions of Chairperson, Vice-Chairperson, or Treasurer in the period between Annual Meetings, the GT must appoint GT members to fill these positions. The GT must inform members of these appointments as soon as practicable. GT Office Holders so appointed serve in these positions until the next Annual Meeting, when they are eligible for election (in accordance with the procedure set out in clause 15.31).

### **Absences from Governance Team meetings**

11.19 If a GT member is absent from two consecutive GT meetings, without reasonable excuse, that member's position on the GT must be declared vacant and the GT must proceed to fill the vacancy.

### **Governance Team decisions**

11.20 Where possible, GT decisions are made by consensus. Where that is not possible, GT decisions are made by a simple majority vote of GT members entitled to vote and present at the meeting. The Chairperson, or in the absence of the Chairperson the GT member acting as Chairperson for that meeting, has a casting vote when GT votes are equally for and against a proposal.

11.21 For the avoidance of doubt, GT meetings can be held and GT decisions made using electronic means, such as teleconferencing.

### **Governance Team quorum**

11.22 The GT may only take decisions if more than half of its voting members are present, including at least the Chairperson or Vice Chairperson

or Treasurer of AIANZ.

### **Minutes of Governance Team meetings**

11.23 The overarching principle applicable to all GT business is one of the openness of that business to AIANZ members.

11.24 Subject to clause 11.25, the minutes of GT meetings must be made available to members on the AIANZ website or extranet, as soon as possible after the GT meeting.

11.25 The GT reserves the ability to determine which GT meeting agenda items are open sessions (with minutes subsequently available to AIANZ members) or closed sessions (with minutes not available to AIANZ members). Where possible, GT members will indicate in advance on the GT meeting agenda which items will be open and which will be closed sessions.

11.26 The reason why any GT meeting agenda item has been dealt with in a closed session will be set out in the minutes.

### **Indemnity of Governance Team members**

11.27 No GT member will be liable for any AIANZ loss caused by his or her acts or omissions, other than loss attributable to his or her personal dishonesty or gross negligence, or through his or her wilful commission of an act known to be a breach of trust.

11.28 No GT member will be liable in respect of any acts or omissions of any other GT member.

11.29 Subject to clause 11.27, GT members must be indemnified by AIANZ from and against any claim, demand, action, proceeding or defence at law or in equity in which they may be joined as a party and which arises from their activities and duties as a member of the GT.

### **Observers at Governance Team meetings**

11.30 Any member of AIANZ may attend an open session of a GT meeting as an observer. Members so attending may speak at the GT meeting only with the agreement of the Chairperson.

## **12. AIANZ MEMBERSHIP**

12.1 AIANZ membership is comprised of individual members.

### **Minimum membership**

12.2 AIANZ must consist of no fewer than 20 members.

### **Membership qualifications**

12.3 Subject to clauses 13.2 and 13.3, an individual can qualify for membership of AIANZ if they:

- a. agree to abide by the vision, mission, core values and methods of AIANZ; and
- b. pay any membership subscription determined by the Annual Meeting.

### **Register of members**

12.4 AIANZ must maintain a register of all individual members. The register must be kept up to date.

12.5 The register of all individual members is confidential.

### **Resignation by members**

12.6 Membership of AIANZ may be terminated at any time at the request of the member. Such a resignation does not entitle a member to a refund of membership subscription.

## **13. REJECTION OR TERMINATION OF AIANZ MEMBERSHIP**

13.1 Membership will automatically terminate where the membership subscription remains unpaid for four consecutive months.

### **Governance Team process for rejecting application for membership or for terminating membership**

13.2 The GT reserves the right by a two-thirds majority vote to reject an application from an individual to become an AIANZ member.

13.3 If the GT considers that a member has failed to observe any of the provisions of this Statute or acted to bring AIANZ into disrepute, the GT may by a two-thirds majority vote to terminate the individual's AIANZ membership.

13.4 The following process must be followed before a GT decision to reject an application or to terminate a membership can take effect.

13.5 The GT must inform the individual in writing of the grounds for the proposed rejection of the application or the proposed termination of membership. This notification must reach the individual at least six weeks before the GT meeting at which the GT will consider the matter. The individual may respond to the GT decision in writing to the GT before the date of the GT meeting.

13.6 The individual's response must be considered by the GT at that meeting. The GT, by a two-thirds majority vote, must then decide to either:

- not continue with the rejection of the application or with the termination of the membership; or
- bring the rejection of the application or the membership termination into effect.

13.7 The GT must advise the individual of its decision in writing, with reasons.

### **Appeal by individual or member against rejection or termination**

13.8 The individual subject to a rejection, or member subject to a termination, of membership may appeal that GT decision to the Annual Meeting and must be afforded an opportunity to be heard by Annual Meeting in support of such an appeal. The Annual Meeting may overturn the GT decision by a two-thirds majority vote.

## **14. AIANZ TEAMS**

### **Team structure**

14.1 Two or more individual members may organise themselves as a team within AIANZ. AIANZ encourages members to consider forming teams, as a means by which individual members can enhance their ability to discuss human rights issues and to act in support of the AIANZ vision, mission and core values.

14.2 A team may have as its basis factors including its regional or organisational location, the particular skills of its members or the human rights and campaign interests of its members.

14.3 Teams must register with AIANZ. The form and manner of registration is to be determined by AIANZ staff.

14.4 Teams must not undertake any activities which bring AIANZ into disrepute. If a team does undertake such activities, then the team members may have their individual AIANZ memberships terminated by the GT in accordance with the process set out in clause 13.3.

### **Team financial activities**

14.5 Teams may operate their own independent bank accounts but all funds and assets of the team are the property of AIANZ. Teams may be required to provide the Treasurer with copies of bank statements for these accounts.

14.6 Teams are not permitted to undertake loans or to incur debt.

14.7 The GT reserves the right to develop rules to control in more detail the financial activities of teams.

## **15. ANNUAL MEETING**

### **Authority of Annual Meeting**

15.1 The Annual Meeting has the authority to make resolutions directing the strategic, financial and operational directions and policies of AIANZ.

### **Limits on AIANZ authority at Annual Meeting**

15.2 The strategic, financial and operational directions and policies of AIANZ must be determined by the Annual Meeting in accordance with the Statute of AI, the decisions of the International Council and the International Executive Committee of AI, and this Statute.

### **Annual Meeting date and venue**

15.3 The Annual Meeting must be held each year, at a venue decided by the GT.

15.4 When setting the date for the next Annual Meeting, the GT must take into account the timetable of AI's international meetings.

15.5 The GT must provide notice to AIANZ members on the AIANZ website and in the AIANZ newsletter about the venue and date for the next Annual Meeting as soon as practicable after the previous Annual Meeting, and in any event not later than 90 days after that Meeting.

### **Attendance at Annual Meeting**

15.6 The Annual Meeting may be attended by any individual member of AIANZ.

15.7 Persons who are not members of AIANZ may be invited by the GT or by the Annual Meeting to attend the Meeting but speaking rights are at the discretion of the Annual Meeting.

### **Receipt of motions for Annual Meeting**

15.8 All motions to be presented at an Annual Meeting must be received by the GT at least 60 days before the date of the Meeting.

### **Work of Prepcom**

15.9 The GT may establish a Preparatory Committee, or Prepcom, to combine or otherwise rationalise similar or overlapping motions. Membership of Prepcom must consist of one or more members of AIANZ, possibly (but not necessarily) including the Chair-Elect and/or Deputy Chair-Elect of the Annual Meeting.



15.10 Prepcom's over-riding purpose must be to facilitate the smooth and efficient running of the Annual Meeting.

15.11 The work of Prepcom must be conducted in consultation with the proposers of all impacted motions. Prepcom does not have the authority to withdraw or amend any motion that was submitted in accordance with clause 15.8, except with the agreement of the proposer of that motion.

### **Receipt of emergency motions for Annual Meeting**

15.12 Motions accepted by the GT as being emergency motions can be received at any time before or during the Annual Meeting.

### **Nominations for members of Governance Team**

15.13 Any member may nominate any other member as a candidate for the GT provided that the candidate meets the requirements set out in this Statute, any resolution of the Annual Meeting, and New Zealand law.

### **Governance Team nominations for Chairperson and Deputy Chairperson of Annual Meeting**

15.14 The GT may nominate any AIANZ members as candidates for Chairperson and Deputy Chairperson of the next Annual Meeting provided that the candidate meets the requirements set out in this Statute and any resolution of the Annual Meeting.

### **Willingness to stand**

15.15 Persons who are nominated must have indicated their willingness to stand.

### **Duties of nominators**

15.16 Nominators of candidates for the GT, for Chairperson and for Deputy Chairperson for the Annual Meeting must complete a background statement concerning the candidate.

### **Appointment of Nominations Officer**

15.17 At least 75 days before the next Annual Meeting the GT must appoint a Nominations Officer to receive nominations for the GT and for Chairperson and Deputy Chairperson of that Annual Meeting.

15.18 The Nominations Officer must not be a current member of the GT, nor a candidate for the GT and the Chairperson and Deputy Chairperson positions.

### **Duties of Nominations Officer**

15.19 All nominations must be received by the Nominations Officer not later than 60 days before the Annual Meeting. If no nominations or insufficient nominations have been received by the closing date, members can be nominated at the Annual Meeting. Members can be nominated at an Extraordinary Meeting only if that is the purpose for which that Meeting has been called.

15.20 The Nominations Officer must check that all nominees are members of AIANZ.

15.21 The Nominations Officer must ensure that information about the nominees is circulated to members at least 45 days before the Annual Meeting (in accordance with clause 15.26).

### **Annual Meeting Standing Orders**

15.22 All standing orders for AIANZ Annual Meetings must be made available to the AIANZ membership on the AIANZ website, with any new or amended standing orders added to the website as soon as possible after that development.

### **Governance Team Annual Report**

15.23 The GT must submit an Annual Report to the Annual Meeting comprising:

- a. a report on the activities of AIANZ for the preceding year (01 January to 31 December);
- b. the financial statements of AIANZ for the same period (as received by the GT from the CE);

- c. a summary of the budget for AIANZ for the current year ; and
- d. a strategic direction for AIANZ for the same year.

### **Circulation of draft Annual Meeting agenda and other information to members**

15.24 The GT must circulate to all members a draft agenda for the Annual Meeting at least 45 days in advance of the Meeting.

15.25 The draft agenda will, as far as possible, include the following:

- a. nominations for the GT;
- b. GT nominations for Chairperson and Deputy Chairperson for the Annual Meeting;
- c. GT Annual Report;
- d. motions received; and
- e. AIANZ Resolutions for submission to the International Council Meeting.

15.26 Background information about the nominees for the GT and the Annual Meeting Chairperson and Deputy Chairperson positions must be circulated to members along with the draft agenda for the Annual Meeting.

15.27 The CE is responsible for ensuring that the information circulated to members along with the draft agenda for the Annual Meeting includes information about where members can locate current Annual Meeting standing orders on the AIANZ website.

### **Circulation of AIANZ financial information**

15.28 The CE must make available to the membership of AIANZ:

- a. draft Financial Statements for the preceding year at least 90 days before the Annual Meeting;
- b. a summary of the Budget for the current year at least 90 days before the Annual Meeting; and
- c. the audited AIANZ financial statements for the preceding year at least 30 days before the Annual Meeting.

## **Final agenda for Annual Meeting**

15.29 The final agenda for the Annual Meeting must be drawn up by the GT, or by those to whom the GT has delegated this task.

15.30 The final agenda must be available to the AIANZ members who have registered to attend the Annual Meeting at the commencement of that Meeting.

## **Annual Meeting business**

15.31 The business addressed at the Annual Meeting may include the following:

- a. Opening of Meeting;  
The Chairperson of the GT, or a delegate of the Chairperson, must open the Annual Meeting;
- b. Returning Officer and Tellers;  
The Annual Meeting must appoint a Returning Officer and two tellers who are responsible for the organisation of the elections, in consultation with;
  - i. the Chairperson of the GT until a Chairperson of the Annual Meeting has been elected; and
  - ii. thereafter with the Chairperson of the Annual Meeting;
- c. Chairperson and Deputy Chairperson;  
The Meeting must elect a Chairperson and a Deputy Chairperson for the Meeting;
- d. Standing Orders;  
The Meeting must vote on the Standing Orders of the Annual Meeting, which must be adopted by a simple majority of the votes at the Annual Meeting;
- e. Governance Team Annual Report;  
The Meeting must receive and consider the GT Annual Report and, if it sees fit, approve each of the composite parts of that Report for the previous and the current year as set out in clause 15.23;
- f. Election of Governance Team

The Meeting must, as necessary, elect up to seven GT members for a two year term. The election will include, as necessary, GT members to the following positions:

- i. Chairperson;
- ii. Vice-Chairperson; and
- iii. Treasurer;

g. Motions

The Meeting must consider and make resolutions on any motions presented by AIANZ members and/or by the GT. Amendments to motions may be moved and seconded from the floor of the Meeting;

h. Emergency Motions

The Meeting may consider and make resolutions on any emergency motions presented by AIANZ members and/or by the GT. Amendments to emergency motions may be made, and in the same manner as amendments to motions;

i. Guidelines for Honorarium Payments

The Meeting may, as necessary, approve any Guidelines for Honorarium Payments as developed by the GT (with these Guidelines to govern honorarium payments made in accordance with clause 18.8);

j. Other Business

The Meeting must transact any other business properly brought before the Meeting.

## **Quorum for Annual Meeting**

15.32 The quorum for the Annual Meeting must be either:

- one per cent of the membership of AIANZ at the date of the Annual Meeting; or
- 50 AIANZ members;

whichever is the lower of the two.

## **Process when Annual Meeting inquorate**

15.33 If no quorum is available at the time set for the commencement

of an Annual Meeting, the Chairperson of the Meeting must reconvene the Meeting at another time.

15.34 If the reconvened Meeting again lacks a quorum, it may, if it so decides and if more than 12 months have passed since the holding of the last Annual Meeting, proceed to transact all business except those for which this Statute requires a special quorum.

### **AIANZ resolutions to Amnesty International's International Council Meeting**

15.35 While the GT has the responsibility for approving AIANZ resolutions that are to go forward to the International Council Meeting, every attempt should be made to reflect the views of the membership and to consult the Annual Meeting prior to the International Council Meeting. Any member may submit such possible resolutions to the GT.

### **Annual Meeting Minutes**

15.36 Minutes of an Annual Meeting must be made available to the AIANZ membership within two months of the Annual Meeting to which they relate.

15.37 Minutes of an Annual Meeting must provide a reasonable record of the Annual Meeting Business carried out under clause 15.31 and must include the motions and resolutions passed at that Annual Meeting.

## **16. VOTING AT ANNUAL MEETING**

### **Voting principle**

16.1 The overarching principle for voting at Annual Meetings is that an individual member has one vote. For the avoidance of doubt, this includes members of the GT and members of staff, where they are members of AIANZ. It also includes the Deputy Chair of the Annual Meeting. The Chairperson of the Annual Meeting may not vote, except where required to exercise the deciding vote, as provided for in 16.2.

Any conflicts of interest by speakers to resolutions must be declared to the meeting, and no member may vote on an issue which they have a financial interest in. For the avoidance of doubt this includes staff on resolutions that impact their employment in any way such as budgets, business plans or

restructuring.

16.2 With the exception of those matters which this Statute requires to be decided by a two-thirds majority vote, the Annual Meeting must make its decisions through a simple majority of the votes cast. In the case of any vote failing to reach a clear outcome, the Annual Meeting Chairperson shall cast the deciding vote.

### **Proxy votes**

16.3 An individual member may cast his or her vote by proxy. A proxy vote for a member not attending an Annual Meeting may be held by another member who is attending the Annual Meeting.

16.4 Proxy votes must not be counted as part of an Annual Meeting quorum.

16.5 A proxy form must be sent to members with the Annual Meeting Registration Form. All completed proxy forms must be received by the AIANZ Office 10 days before an Annual Meeting.

16.6 A proxy form returned to AIANZ must:

- a. state the name of, and be signed by, the member giving the proxy; and
- b. either direct that his or her vote be recorded for or against any specific motions and/or nominations received prior to the Annual Meeting, (referred to as a 'directed proxy') or give the proxy holder the right to decide how his/her vote is to be cast (referred to as an 'undirected proxy'); and
- c. state the name of the member holding the proxy.

16.7 Along with other individual members of AIANZ, members of the GT and members of staff may be proxy vote holders.

16.8 A member:

- a. who is not attending an Annual Meeting; and
- b. who wishes to have his or her vote recorded for or against any specific motions and/or nominations received prior to the Annual Meeting;
- c. but who does not have a proxy vote holder;

can state that the Chairperson of the Annual Meeting holds the member's proxy vote by leaving blank on the proxy form the space for name of a member holding the proxy.

### **Secret ballot**

16.9 Voting on the election of officers must be by secret ballot unless:

- a. only one candidate is seeking an office or position; or
- b. the number of candidates seeking election to the GT is equal to or less than the maximum membership of the GT.

### **Online voting**

16.10 Annual Meeting votes may be cast by online voting by members.

- a. Online voting must be run in accordance with the standing orders adopted by each Annual Meeting which will specify which types of remits are open for online voting, and the period for which they are open. This period may extend beyond the closure of the Annual Meeting
- b. The standing orders may only be approved by traditional voting by members present at the Annual Meeting plus proxy votes ("traditional voting") and will not be subject to online voting.
- c. The meeting may also by traditional voting exclude from post-Annual Meeting online voting individual remits which would otherwise be eligible for online voting, on the grounds of the urgency of the decision required.

## **17. EXTRAORDINARY MEETING**

### **Notice of Extraordinary Meeting**

17.1 If the AIANZ office receives a petition requesting an Extraordinary Meeting and signed by not less than 15 per cent of the members of AIANZ, the GT must within 45 days call an Extraordinary Meeting. The GT must give 30 days' notice of the meeting to all AIANZ members.



17.2 If the GT fails to call the Extraordinary Meeting the petitioners may do so by giving members 14 days' notice of the Meeting.

### **Governance Team may call Extraordinary Meeting**

17.3 The GT may call an Extraordinary Meeting at any time, by giving notice in the manner prescribed in clause 17.1.

### **Business of Extraordinary Meeting**

17.4 Every petition and notice calling for an Extraordinary Meeting must specify the business to be discussed at the Meeting.

17.5 The agenda of the Meeting must be limited to the business notified for discussion.

### **Chairperson of Extraordinary Meeting**

17.6 Those attending and entitled to vote at an Extraordinary Meeting may appoint their own Chairperson of that Meeting.

## **18. FINANCIAL PROVISIONS**

### **Governance Team management**

18.1 The GT is responsible for the financial management of all monies received by AIANZ.

### **Bank account**

18.2 All AIANZ bank accounts must be operated in accordance with specific delegated authorities from the GT.

### **Financial year**

18.3 The dates of the financial year for AIANZ must be the same as those of the International Secretariat of AI, unless the GT advises members

and AI of the adoption by AIANZ of a differing financial year.

### **Auditors**

18.4 AIANZ's accounts must be audited annually by an independent auditor appointed by the Audit and Risk Committee. Such an auditor will be eligible for re-appointment.

### **Remuneration and reimbursement**

18.5 AIANZ does not exist for the profit of any of the AIANZ members.

18.6 Subject to clauses 18.7, 18.8 and 18.9, no part of the income or assets of AIANZ can be used or applied for the benefit of any member.

18.7 Remuneration of the CE, and reimbursement of the CE for proper services and expenses, must be agreed by the GT.

18.8 Honorariums may be paid to GT members and designated volunteers in accordance with the Guidelines for Honorarium Payments developed by the GT and approved by the Annual Meeting. The amount of such honorariums is to be determined by the Audit and Risk Committee.

18.9 GT members may be reimbursed by AIANZ for all costs, charges, losses, damages and expenses reasonably sustained or incurred by them in carrying out their role.

### **Power to invest surplus funds**

18.10 In the event of AIANZ holding funds surplus to its present needs, the GT has the power to invest those funds prudently.

### **Power to borrow money**

18.11 Subject to clause 18.12, the GT has the power to borrow money where it deems it necessary as part of a prudent financial strategy. Where possible, the GT must seek the consent of the Annual Meeting for any borrowing, and must be bound by the Annual Meeting's decision in respect of

the proposed borrowing. The sources of such borrowing are restricted to AI entities, such as the International Secretariat or another Section of AI.

18.12 The GT may borrow money in the period between Annual Meetings where the GT determines it to be necessary and appropriate for AIANZ to do so. In this case, the GT must present the details of the borrowing to the next Annual Meeting for approval. Where the Annual Meeting does not approve the terms of any such borrowing, the GT must then be subjected to a vote of confidence by the Annual Meeting. A decision whether to reverse any disapproved borrowing will be made by the GT where the GT survives the vote of confidence, or the AM where the GT does not survive the vote of confidence, taking into consideration the consequences of reversing the borrowing or continuing with it.

## **19. AMENDMENTS TO THIS STATUTE**

19.1 Subject to clause 19.5, any provision of this Statute may be amended or repealed by an Annual Meeting. The proposed amendment to, or repeal of, the Statute must be circulated to members along with a notice convening the Meeting within the required timeframes. The proposed amendment to, or repeal of, the Statute may not be made by emergency motion.

19.2 The proposed amendment or repeal must be passed by a two-thirds majority vote at that Meeting.

19.3 For the avoidance of doubt, any proxy votes are to be included in counting the two-thirds majority referred to in clause 19.2.

### **Informing the International Executive Committee**

19.4 The International Executive Committee of AI must be informed of any changes to this Statute.

### **Entrenched clauses of this Statute**

19.5 The following clauses of this Statute must not be amended or repealed without the approval of the International Executive Committee of AI or such part of AI as may be authorised under the Statute of AI in that regard:

- a. Clause 7 AIANZ Objects: Vision and Mission;

- b. Clause 8 AIANZ Core Values;
- c. Clause 9 AIANZ Methods;
- d. Clause 19.5 Entrenched Clauses of the Statute; and
- e. Clause 20 Dissolution.

## **20. DISSOLUTION**

20.1 AIANZ can only be dissolved:

- a. by law;
- b. by a decision of the International Executive Committee of AI or such part of AI as may be authorised under the Statute of AI in that regard;
- c. by a resolution at an Annual Meeting of AIANZ passed by a two-thirds majority vote at the Meeting, and upon confirmation of that resolution by one-third of AIANZ members at a subsequent Annual Meeting called for that purpose and held no earlier than 30 days after the date on which the resolution for dissolution was passed; or
- d. if the membership of AIANZ falls below 20 individual members.

### **Residual property**

20.2 If, after AIANZ ceases to operate or is dissolved and after satisfaction of all AIANZ debts and liabilities, there remains any property (including information) that property shall be held for charitable purposes that are the same or similar to the Objects (as set out in clause 7.1) as directed by Amnesty International Charity Limited.

## **21. OTHER MATTERS**

### **New Zealand law**

21.1 All matters not covered by this Statute, the decisions of the International Council of AI, the decisions of the Annual Meeting or of the GT must be regulated by the laws of New Zealand. AIANZ will take no action which conflicts with the laws of New Zealand.

## **22. ADOPTION OF THIS STATUTE**

22.1 This Statute will come into force upon:

- a. its acceptance by the Annual Meeting of AIANZ; and
- b. its acceptance by the International Executive Committee of AI (in accordance with clauses 19.4 and 19.5).

**ALTERATION TO THE RULES OF AMNESTY INTERNATIONAL  
AOTEAROA NEW ZEALAND INCORPORATED**

Signed on behalf of the members of Amnesty International Aotearoa New Zealand Incorporated by:

Name: Helen Shorthouse

Signature

Title: Chair



Name: Iain Worsley

Signature


Title: Treasurer



Name: Grant Bayldon

Signature

Title: Executive  
Director



Date: 24 May 2014