

**THE ROYAL NEW ZEALAND
SOCIETY FOR THE PREVENTION
OF CRUELTY TO ANIMALS
INCORPORATED
("SPCA")**

TRANSITION REGULATIONS

Adopted by the Board following approval at the Annual General Meeting on 17 June 2017

Commencement Date: 2017

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FOR THE PREVENTION OF CRUELTY TO ANIMALS INCORPORATED (“SPCA”)

TRANSITION REGULATIONS

PART 1 - OVERVIEW

1. Introduction

- 1.1 At the AGM of RNZSPCA (also referred to as “SPCA” in these Regulations”) held on 17 June 2017, the Member Societies and Branches of RNZSPCA adopted a new Constitution for RNZSPCA under which Member Societies and Branches Transferred into RNZSPCA to create One SPCA.
- 1.2 Part VII of the Constitution provides for the transition of RNZSPCA (as described under the Previous Constitution) to create One SPCA within RNZSPCA (under the Constitution), including:
- a. the requirement for Member Societies and Branches to decide whether or not to Transfer into RNZSPCA, and if so, to undertake the Transfer;
 - b. changes to the composition and appointment process for the Board (including a Transition Board and an Inaugural Board);
 - c. changes to the membership of SPCA.
- 1.3 In addition to the adoption of the new Constitution, the Member Societies and Branches approved the establishment of a regional structure through which the operations of SPCA will be delivered (for a period of three (3) years) together with means by which regional and local input can be given.
- 1.4 These Regulations set out the regional structure, the means for regional and local input and the process by which the transition to create One SPCA will occur.
- 1.5 Every reference to a “Rule” in these Regulations refers to a rule in the Constitution. Every reference to a “clause”, refers to a clause in these Regulations.

2. Commencement and Amendment

- 2.1 These Regulations were adopted at the Annual General Meeting of RNZSPCA on 17 June 2017 and shall commence on the Commencement Date. They shall remain in force until such time as they are amended or revoked by the Board.
- 2.2 These Regulations may be amended from time to time by the Board.
- 2.3 Members shall generally be given at least one month’s prior notice of any amendments to these Regulations, unless the change is urgent, in which case lesser notice will be given.

3. Application

- 3.1 These Regulations apply to, and are binding on, all Member Societies, Branches, their respective members, Board Members, the CEO, Members and any other person who is referred to in these Regulations.

PART II - REGIONS

4. Regions

- 4.1 For the purposes of the operations of SPCA, there will be three Regions, known as Northern, Central and Southern Regions.
- 4.2 The geographical boundaries of each Region and the Centres allocated to each Region shall be decided by the CEO (and reported to the Board) to suit operational requirements.

5. Regional Sub-Committees

- 5.1 With effect from 1 November 2017, there shall be a Regional Sub-Committee for each Region until the conclusion of the AGM held in 2020. The continuation, or otherwise, of the Regional Sub-Committees after this date shall be decided following the Review (described in clause 6).
- 5.2 **Status:** The Regional Sub-Committees are sub-committees of, and report to, the Board.
- 5.3 **Role & Responsibilities:** The role and responsibilities of each Regional Sub-Committee is to:
- a. make recommendations to the Board on:
 - i. issues affecting the Centres in the Region especially those arising out of the changes occurring during the transition;
 - ii. the strategy of SPCA, its annual plan and the Region's annual plan;
 - iii. the progress of the Centres in its Region against its annual regional plan;
 - b. in agreement with the [proposed] Regional General Manager:
 - i. coordinate a fundraising plan for Local Supporter Groups in the Region to meet the needs of the Region;
 - ii. engage and consult with Local Supporter Groups, donors, stakeholders and others with an interest in SPCA in the Region to identify issues affecting its Region; and
 - iii. provide support and guidance to the [proposed] Regional General Manager in its Region.

- 5.4 **Composition:** Each Regional Sub-Committee shall comprise of:
- a. The Board Member who is designated for the Region (as described in Rule 35.2a (Inaugural Board) of the Constitution) on the Transition Board and then the Inaugural Board; and,
 - b. The Area Appointees from each Area in the Region (appointed in accordance with clause 7.3 of this Regulation).
- 5.5 **Eligibility:** The members of each Regional Sub-Committee must not be Ineligible on the same basis as Board Members under Rule 14.4 (Ineligibility) of the Constitution.
- 5.6 **Chairperson:** The chairperson of each Regional Sub-Committee shall be the Board Member designated for that Region referred to in clause 5.4a of these Regulations.
- 5.7 **Term of Office:**
- a. The term of office for the Board Member on each Regional Sub-Committee designated for the applicable Region, shall be the same period as their term of office on the Transition Board and the Inaugural Board as specified in Rule 34 (Transition Board) and Rule 35 (Inaugural Board) of the Constitution.
 - b. The term of office for every other member of each Regional Sub-Committee is approximately three (3) years, expiring at the conclusion of the AGM held in 2020.
 - c. Any further terms of office after the AGM held in 2020 will be dependent on the outcome of the Review.
- 5.8 **Authority:** Regional Sub-Committees are advisory and have no authority to make decisions or enter agreements which bind SPCA or incur any expense unless prior authorised by the Board or CEO in accordance with any written delegated authority.
- 5.9 **Removal:** The Board may remove any member of a Regional Sub-Committee before the expiration of their term of office if the member:
- a. breaches any of the duties in clause 5.11 of these Regulations;
 - b. becomes Ineligible; or
 - c. is terminated as a Member or had a sanction or penalty imposed by the Board (or a sub-committee of the Board) under Rule 12.3 (Other Grounds);
 - d. is a Board Member for which there is a Casual Vacancy under the Constitution; and,
 - e. the member of the Regional Sub-Committee (and the Regional Sub-Committee as a whole) is given notice in the same manner as described in Rule 12.4 (Procedure) of the Constitution of the proposal to remove them from the Regional Sub-Committee and given the opportunity, prior to the Board's decision on the proposal, to make submissions in writing to the Board about the proposal.

5.10 **Vacancies:** In the event there is a Casual Vacancy of a member of a Regional Sub-Committee it shall be filled:

- a. in the case of the Board Member, by another Board Member decided by the Board (who resides in the Region, if possible); and,
- b. in the case of an Area Appointee, with a replacement Area Appointee appointed in accordance with clause 7.4 of these Regulations).

5.11 **Duties:** The duties of each member of a Regional Sub-Committee are to:

- a. act in good faith and in the best interests of SPCA at all times;
- b. exercise the powers of the Regional Sub-Committee for proper purposes;
- c. act, and ensure the Regional Sub-Committee acts, in accordance with the Constitution, the Regulations including these Regulations, and any standards, resolutions, decisions or policies, including (but not limited to) any codes or rules, which may be made or passed by the Board;
- d. ensure that no agreement, arrangement, commitment, or transaction is entered into, nor any cost or expense incurred, on behalf of SPCA without the prior approval of the CEO or their nominee;
- e. exercise the care, diligence and skill that a reasonable Regional Sub-Committee member would exercise in the same circumstances taking into account, but without limitation, the nature of the decision and the responsibilities undertaken by the Regional Sub-Committee member;
- f. if the Regional Sub-Committee member has an interest, whether financial or personal, in a transaction or proposed transaction of SPCA, disclose to the Regional Sub-Committee and the Board, the nature and extent of such interest as soon as the Regional Sub-Committee member becomes aware of the fact that he or she has such interest;
- g. take such other steps as determined by the Board in respect of any interest specified in clause 5.11f of these Regulations, which may include, without limitation, abstaining from deliberations and/or any vote regarding such interest;
- h. not disclose confidential information or information that the Regional Sub-Committee member would not otherwise have available to him or her other than in their capacity as a Regional Sub-Committee member, to any person, or make use of or act on the information except;
 - i. if it is agreed to by the Regional Sub-Committee, or in urgent situations by the Chairperson of the Regional Sub-Committee;
 - ii. as required by law; or
 - iii. the information is in the public domain, other than as a result of a breach of this clause by the Regional Sub-Committee member or another Regional Sub-Committee member.
- i. regularly attend meetings of the Regional Sub-Committee and actively participate in the work of the Regional Sub-Committee;

- j. where possible, attend the AGM, other General Meetings and forums, events and activities of SPCA; and,
 - k. use their best efforts to consult widely with the Members and other people in the Region to keep abreast of the issues facing them **provided that** this clause shall not waive the duty of confidentiality in respect of information disclosed to them as Regional Sub-Committee members under clause 5.11h.
- 5.12 **Meetings:** Regional Sub-Committee meetings may be called at any time by the Chairperson of each Regional Sub-Committee, any two (2) Regional Sub-Committee members, or the Chairperson of the Board, but generally each Regional Sub-Committee shall meet at regular intervals agreed by the Regional Sub-Committee. Except to the extent specified in this Regulation each Regional Sub-Committee shall regulate its own procedure.
- 5.13 **Notice:** The Chairperson of each Regional Sub-Committee shall ensure that reasonable written notice is given to all members of the Regional Sub-Committee, the Chairperson of the Board, and the CEO of the dates, times and venues that meetings of Regional Sub-Committee are to be held. In the event a meeting is called urgently, notice shall not be required to be given but the remaining persons described in this clause must be notified.
- 5.14 **Attendees:** The Chairperson of the Board, the CEO and the [proposed] Regional General Manager may attend any meeting of any Regional Sub-Committee but shall not be regarded as members of the Regional Sub-Committee and shall have no voting rights.
- 5.15 **Quorum:** The quorum for a Regional Sub-Committee meeting shall be a majority of the members.
- 5.16 **Voting:** Each member of a Regional Sub-Committee shall have one vote at Regional Sub-Committee meetings. In the event of a deadlock, the Chairperson of the Regional Sub-Committee shall have an additional casting vote. Voting shall be by voices, or upon request of any member of the Regional Sub-Committee, by a show of hands or by a ballot. Proxy and postal voting is not permitted.
- 5.17 **Resolutions:** A resolution in writing signed or consented to by e-mail, facsimile or other forms of visible or other electronic communication by a majority of the Regional Sub-Committee shall be valid as if it had been passed at a meeting of the Regional Sub-Committee. Any such resolution may consist of several documents in the same form each signed by one or more members of the Regional Sub-Committee.
- 5.18 **Meetings using Technology:** Any Regional Sub-Committee member may participate in any meeting of the Regional Sub-Committee and vote on any proposed resolution at a meeting of the Regional Sub-Committee without being physically present. This may only occur at meetings by telephone, through video conferencing, facilities or by other means of electronic communication provided that prior notice of the meeting is given to all members of the Regional Sub-Committee and all persons participating in the meeting are able to hear each other effectively and simultaneously. Participation by a member of the Regional Sub-Committee in this manner at a meeting shall constitute the presence of that member at that meeting.
- 5.19 **Minutes:** Minutes shall be kept of all meetings held, and resolutions made, by each Regional Sub-Committee in fulfilling its roles and responsibilities, as described in clause 5.3. Minutes shall be provided to the [proposed] Regional General Manager, CEO and the Board within fourteen (14) Days after each meeting.
- 5.20 **Expenses:** Regional Sub-Committee members shall be reimbursed by SPCA for their actual and reasonable expenses (such as travel costs) incurred in carrying out their role, provided the expenses are prior approved by the CEO (or nominee) and proof of expenditure is submitted, in accordance with the Board's policy on the reimbursement of any such expenses.

- 5.21 **Matters Not Provided For:** If any situation arises that, in the opinion of the Regional Sub-Committee, is not provided for in the Constitution, the Regulations, any standards, resolutions, decisions or policies, including (but not limited to) any codes or rules decided by the Board, the matter must be referred to the Board.

6. Review

- 6.1 By no later than 31 December 2019, the Board shall commence a Review of the Regional Sub-Committees.
- 6.2 The purpose of the Review is to assess whether there is an ongoing need for Regional Sub-Committees in SPCA and if so, the changes, if any, which should be made.
- 6.3 The Review shall be undertaken by a person(s) who is independent of SPCA who has expertise in governance and organisational design for not for profit organisations, who shall be appointed by the Board (“Reviewer”).
- 6.4 Subject to these Regulations, the Board shall decide the terms of reference for the Review in accordance with the purpose describe in clause 6.2. These terms of reference will be notified to Members, Regional Sub-Committees, Local Supporter Groups, staff and volunteers.
- 6.5 In undertaking the Review, the Reviewer will be required to consult widely in undertaking the Review including with Board Members, CEO, other staff, Members, Regional Sub-Committees, and Local Supporter Groups.
- 6.6 The Reviewer will report to the Board in writing and make a recommendation “Review Report”. This Review Report shall be circulated to all Board Members, CEO, other staff, Members, Regional Sub-Committees, and Local Supporter Groups.
- 6.7 The Board will consider the Review Report and decide whether or not the Regional Sub-Committees should continue, and if so, the changes, if any, it will make. This decision shall be made and notified to all Members, Regional Sub-Committees, and Local Supporter Groups and staff no later than three (3) months prior to the AGM to be held in 2020.
- 6.8 If the decision of the Board is to continue the Regional Sub-Committees, the Board shall propose amendments to the Constitution or issue revised Regulations. If the decision is not to continue the Regional Sub-Committees, they shall cease to exist at the conclusion of the AGM held in 2020, or such other date as decided by the Board.

PART III – AREAS AND LOCAL SUPPORTER GROUPS

7. Areas

- 7.1 Each Region shall comprise several Areas with Centres to be allocated to each Area, as decided by the CEO. The number of Areas and the allocation of Centres to each Area may be amended from time to time by the CEO to meet operational needs.
- 7.2 **Area Forums:** The [proposed] Area Manager shall, in consultation with the chairpersons of the Local Supporter Groups in its Area, organise and chair at least one (1) Area forum in the Area to which members of the Local Supporter Groups in the Area will be invited. There shall be one such Area forum held annually within three months of each SPCA Annual General Meeting. The purpose of the Area forums is to exchange ideas and issues affecting the Area and, at the annual Area forum, to appoint the Area Appointee to the Regional Sub-Committee in the Region. The Area forums can make recommendations to Local Supporter Groups in the Area, the Area Manager, the Regional Sub-Committee and the Board, but they do not have any decision making authority of SPCA, other than to appoint their Area Appointee.
- 7.3 **Area Appointee:** At the annual Area forum meeting the members of the Local Supporter Groups in attendance shall appoint a person to be its Area Appointee on the Regional Sub-Committee in its Region. This person shall be chosen from amongst the Chairpersons of each Local Supporter Group in the Region who agree to be proposed as an Area Appointee. The decision to appoint the Area Appointee shall be made either by agreement of the majority of members of the Local Supporter Groups present in person at the Area forum or by vote (as decided by the meeting). If a vote is conducted the Area Appointee will be the highest polling person. If a vote is undertaken it may be conducted by show of hands or secret ballot (if requested by five or more members present). Proxy votes and electronic or postal votes are not permitted.
- 7.4 **Vacancy:** In the event there is a Casual Vacancy in the Area Appointee, the Local Supporter Groups in the Area shall appoint a replacement Area Appointee for the balance of the year (from amongst the chairpersons of the Local Supporter Groups in the Area) as soon as practicable, either at an Area forum or by agreement or vote through email or telephone communications, arranged by the Area Manager.

8. Local Supporter Groups

- 8.1 Each Centre or two (2) or more Centres in an Area, may have a Local Supporter Group. There must be no more than one Local Supporter Group for each Centre.
- 8.2 The [proposed] Area Manager is responsible for establishing and managing the Local Supporter Groups in their Area.
- 8.3 **Role & Responsibilities:** The role and responsibilities of each Local Supporter Group is to:
- a. support the Centre Manager(s) in developing an annual plan for local fundraising and engaging with the local community;
 - b. in agreement with the Centre Manager(s), implement the plan for local fundraising and engaging with its community, including undertaking fundraising, and arranging activities and forums to engage with local donors, Members, potential members, funders and stakeholders in the local community; and,
 - c. provide ideas and views to the Centre Manager(s) and the Area Manager on issues and improvements for the Centre(s), and ideas and views affecting the Area and the Region generally.

- 8.4 **Composition:** Each Local Supporter Group shall comprise of any Member who wishes to be a member of the Local Supporter Group and who is approved by the Area Manager to be a member.
- 8.5 **Chairperson:** The chairperson of each Local Supporter Group shall be decided annually by the members of the Local Supporter Group from amongst their number, usually at the first meeting held after the SPCA Annual General Meeting.
- 8.6 **Authority:** Local Supporter Groups are advisory and have no authority to make decisions or enter agreements which bind SPCA or incur expense, unless prior authorised by the Centre Manager or the Area Manager.
- 8.7 **Removal:** The members of a Local Supporter Group or the Area Manager may remove any member of its Local Supporter Group if they breach these Regulations, do not act in the interests of SPCA or otherwise engage in conduct unbecoming or prejudicial to the SPCA. .
- 8.8 **Procedure:** Each Local Supporter Group shall regulate its own procedure including holding meetings, in any manner agreed to by the members and the Centre Manager(s).
- 8.9 **Matters Not Provided For:** If any situation arises that, in the opinion of the Local Supporter Group, is not provided for in the Constitution, the Regulations, any standards, resolutions, decisions or policies, including (but not limited to) any codes or rules decided by the Board, the matter must be referred to the Area Manager.

PART IV – PROCESS OF TRANSFER

9. Meaning of “Transfer”

- 9.1 The word “Transfer” means that a Member Society or Branch completes the following in accordance with these Regulations:
- a. transfers all of its Assets and Liabilities into RNZSPCA;
 - b. transfers its staff to RNZSPCA; and,
 - c. is Dissolved or Liquidated.

10. Overview of Process of Transfer

- 10.1 The process of Transfer by a Member Society or Branch into RNZSPCA requires completion of the following steps, in accordance with this Regulation:
- a. **Step 1:** The resolution by the Member Society or Branch of its intention to Transfer into RNZSPCA, in accordance with clause 11 of these Regulations, and if a Branch, the adoption of the revised Branch Rules;
 - b. **Step 2:** An Agreement being entered into between the Member Society or Branch and RNZSPCA recording its intention to Transfer into RNZSPCA, in accordance with clause 12 of these Regulations;
 - c. **Step 3:** The Member Society or Branch and RNZSPCA satisfying their obligations under the Agreement, in accordance with clause 13 of these Regulations;

- d. **Step 4:** The resolution by the Member Society or Branch of its members at a general meeting(s) to Transfer into RNZSPCA and be Dissolved or Liquidated and related steps, in accordance with clause 14 of these Regulations;
- e. **Step 5:** The transfer by the Member Society or Branch of its staff, in accordance with clause 15 of these Regulations;
- f. **Step 6:** The transfer of the Member Society or Branch's Assets and Liabilities, in accordance with clause 16 of these Regulations; and,
- g. **Step 7:** The completion of the Liquidation or Dissolution, in accordance with clause 17 of these Regulations.

11. Step 1 – Resolution of Intended Transfer and Adoption of Branch Rules

- 11.1 Each Member Society and Branch shall, by no later than 31 July 2017, resolve whether or not it intends to Transfer into RNZSPCA by the Transfer Date. The Board, in its discretion, may grant an extension to this date in exceptional circumstances applicable to a Member Society or Branch as decided by the Board on a case by case basis.
- 11.2 The resolution in clause 11.1 may be made, as follows:
 - a. if a Member Society by either of the following means, (as decided by the board or committee of the Member Society) provided such means are compliant with the constitution of the Member Society;
 - i. the board or committee of the Member Society (with or without a meeting with its members); or,
 - ii. by the members of the Member Society at a meeting of the Member Society (which could be by an informal meeting, an annual general meeting or a special general meeting), called and held in accordance with its constitution.
 - b. if a Branch, by the members of the Branch at an annual general meeting or a special general meeting of the Branch, called and held in accordance with its constitution.
- 11.3 If the decision in clause 11.1 is not to Transfer into RNZSPCA, and that decision is made under clause 11.2a by the board or committee of the Member Society, the board or committee must call a meeting of its members (whether as an informal meeting, an annual general meeting or a special general meeting) to ratify (or otherwise) this decision.
- 11.4 If the decision in clause 11.1 is that the Member Society or Branch does not intend to Transfer to RNZSPCA, the Member Society or Branch will be considered to be Non-Transferring, and the consequences of not Transferring into RNZSPCA and ceasing to be a Member of RNZSPCA as set out in the Constitution and clause 18 of these Regulations shall apply.
- 11.5 If the decision in clause 11.1 is that the Member Society or Branch does intend to Transfer into RNZSPCA, then Step 2 shall be undertaken by the Member Society or Branch in accordance with clause 12.

- 11.6 In addition to the decision whether or not to Transfer into RNZSPCA, all Branches shall, by no later than 31 July 2017:
- a. adopt the revised Branch Rules (approved at the 2017 AGM) at the annual general meeting or special general meeting of the Branch referred to in clause 11.2b; and,
 - b. file the adopted Branch Rules with the Registrar of Incorporated Societies in accordance with the Incorporated Societies Act 1908.

12. Step 2 – Agreement with RNZSPCA

- 12.1 A Member Society or Branch which resolves an intention to Transfer into RNZSPCA shall enter into an Agreement with RNZSPCA in which it records its intention to Transfer into RNZSPCA, to be signed by an authorised representative of the Member Society or Branch and the CEO on behalf of RNZSPCA, no later than 31 July 2017, in which they agree to the following matters:
- a. a timetable by which the Member Society or Branch will complete Steps 3 to 7 in compliance with these Regulations;
 - b. the agreed process for consultation and transfer of employment of the staff of the Member Society or Branch to RNZSPCA (in compliance with clause 15 of these Regulations);
 - c. the process and dates by which it will provide full disclosure to RNZSPCA, of all documentation and information relating to the staff, Assets and Liabilities of the Member Society or Branch including all contracts, leases, agreements, bank accounts, financial information, staff agreements, member lists and contact information and other relevant information as requested by RNZSPCA;
 - d. the date on which the Member Society or Branch will transfer its operations to RNZSPCA;
 - e. any proposals by the Member Society or Branch to Transfer Assets on specific terms and conditions as described in clause 14.3 of these Regulations for consideration by the Board;
 - f. any other matters or information specific to the Member Society or Branch as required by RNZSPCA.
- 12.2 If the Agreement in clause 12.1 is not agreed by 31 July 2017, the Member Society or Branch will be considered to be Non-Transferring, and the consequences of not transferring into RNZSPCA as set out in clause 18 shall apply, unless the Board, in its discretion, grants an extension to this date, which it may do in exceptional circumstances applicable to a Member Society or Branch as decided by the Board on a case by case basis.
- 12.3 If the Agreement is signed by the due date or other date agreed by the Board, then Step 3 shall be undertaken by the Member Society or Branch in accordance with clause 13.

13. Step 3 – Satisfy the Agreement

- 13.1 The Member Society or Branch and RNZSPCA shall each satisfy its obligations under the Agreement by the dates specified, unless the Board, in its discretion, grants an extension to the dates, which it may do in exceptional circumstances applicable to a Member Society or Branch as decided by the Board on a case by case basis.
- 13.2 RNZSPCA shall hold all information provided to it under the Agreement, confidential, unless otherwise agreed with the Member Society or Branch and shall only use the information for the purposes of preparing for the Transfer to RNZSPCA, and no other purpose, unless agreed.
- 13.3 RNZSPCA shall provide such reasonable support and resources as is practicable to assist each Member Society and Branch to comply with its obligations.
- 13.4 If the obligations in the Agreement are not satisfied by the Member Society or Branch in accordance with the Agreement, the Member Society or Branch will be considered to be Non-Transferring, and the consequences of not transferring into RNZSPCA as set out in clause 18 shall apply.
- 13.5 If the Agreement is satisfied by the due date(s) then Step 4 shall be undertaken in accordance with clause 14.

14. Step 4 – Resolution of Members at General Meeting(s)

- 14.1 Each Member Society or Branch which has resolved its intention to Transfer into RNZSPCA under clause 11, shall call and hold a special general meeting of its members, held in accordance with its constitution and clause 14.2, at which resolutions shall be proposed to:
- a. transfer into RNZSPCA to form “One SPCA”;
 - b. transfer to RNZSPCA all of its Assets by way of gift, on terms decided by its members, in accordance with clause 14.3;
 - c. transfer to RNZSPCA all of its Liabilities, in accordance with any terms and conditions of RNZSPCA specified in the Agreement;
 - d. either appoint a Liquidator to liquidate the Member Society or Branch, or resolve to request to be Dissolved, in accordance with clauses 14.4 to 14.8, 15 and 17; and,
 - e. authorise persons on behalf of the Member Society or Branch to take all necessary steps to give effect to the resolutions.
- 14.2 The special general meeting of the members referred to in clause 14.1 must be held within the timeline agreed to in the Agreement and in accordance with the Member Society or Branch’s constitution. Detailed minutes of this meeting must be recorded and sent to RNZSPCA within 3 Days of the meeting.

- 14.3 At the special general meeting of the members referred to in clause 14.1, the members of the Member Society or Branch shall approve the transfer of the Member Society or Branch's Assets to RNZSPCA on any one or more of the following terms:
- a. for use by RNZSPCA as it sees fit in accordance with its Purposes;
 - b. for use partially or wholly by the Centre, and if partially, to designate the relevant parts of the Assets to be used, to be prior agreed in writing with the Board (such agreement not to be unreasonably withheld); or,
 - c. on any such other terms as prior agreed in writing with the Board.
- 14.4 The members of each Member Society or Branch shall decide at the special general meeting of the Member Society or Branch held under clause 14.1 whether to be Liquidated or Dissolved in accordance with its constitution.
- 14.5 If a Member Society or Branch decides to be Liquidated, it must appoint a liquidator (the costs of which are to be met by the Member Society or Branch unless otherwise agreed with the Board) and call a second special general meeting, at which the same resolutions passed at the first special general meeting shall be confirmed. Subject to its constitution, this second special general meeting must:
- a. be held no earlier than thirty (30) Days after the first special general meeting and in accordance with the timeline set out in the Agreement;
 - b. be held in accordance with the Member Society or Branch constitution (which shall comply with the Branch Rules); and,
 - c. be recorded in detailed minutes which must be sent to RNZSPCA within 3 Days of the meeting.
- 14.6 If the Member Society or Branch resolves to request to be Dissolved, then unless the constitution specifies otherwise, a second special general meeting is not required, and the dissolution will be effected by application to the Registrar of Societies made by RNZSPCA upon completion of the Transfer into RNZSPCA.
- 14.7 If the Member Society or Branch does not hold a special general meeting in accordance with this clause 14, the Member Society or Branch will be considered to be Non-Transferring, and the consequences of not transferring into RNZSPCA as set out in clause 18 shall apply.
- 14.8 If the steps in this clause 14 are undertaken in the time and manner specified, then Steps 5 to 7 shall be undertaken by the Member Society or Branch in accordance with clause 15.

15. Step 5 – Transfer of Staff

- 15.1 Following completion of the special general meeting(s) under clause 14, all persons employed by the Member Society or Branch whose Member Society or Branch has resolved to Transfer into RNZSPCA under Step 4, will be offered employment with RNZSPCA in the same position and on no less favourable terms and conditions as those they have with the Member Society or Branch except that:
- a. all employees shall agree to be bound by the policies of RNZSPCA applicable to employees; and,
 - b. the employee may report to a different position; or,
 - c. the employee may be offered another position, which he or she may choose to accept or decline.
- 15.2 If the nature of the position or any existing terms and conditions of employment of an employee with a Member Society or Branch are, in RNZSPCA's opinion, not certain or not in writing, the offer shall be set out in a new Individual Employment Agreement between the employee and RNZSPCA.
- 15.3 The offer shall be made by no later than ten (10) Days after the Member Society or Branch has resolved to Transfer into RNZSPCA under Step 4) and the employee shall have ten (10) Days or until 15 October 2017 (whichever is the earlier) to either confirm or reject the offer.
- 15.4 If the offer is confirmed, the employee will commence employment with RNZSPCA on the agreed Transfer Date.
- 15.5 If the offer is rejected, or the employee does not respond to the offer by the due date, the employee will not transfer their employment to RNZSPCA. In this case, the continued employment or otherwise of the employee with the Member Society or Branch will be a matter for the Member Society or Branch to decide, in accordance with the employee's employment agreement.

16. Step 6 – Transfer of Assets and Liabilities

- 16.1 Each Member Society and Branch which has resolved to Transfer into RNZSPCA, shall:
- a. enter a Deed of Gift with RNZSPCA under which the Assets of the Member Society or Branch will be transferred to RNZSPCA on or before the Transfer Date;
 - b. enter into such deeds, agreements and other documents as are necessary to assign, novate or otherwise transfer the Liabilities of the Member Society or Branch to RNZSPCA on or before the Transfer Date; and,
 - c. complete all such documentation, authorities and consents, and take all steps necessary, to give effect to the Transfer to RNZSPCA on or before the Transfer Date.

- 16.2 In addition to the steps set out in clause 16.1, a Member Society or Branch may, at its option, by the Transfer Date, provide RNZSPCA with a memorandum of wishes of the Member Society or Branch. A memorandum of wishes may set out the wishes or intended plans of the Member Society or Branch which it wishes to be considered in the future. Any such wishes are not binding on the SPCA but shall be taken into account by the Board and CEO in making decisions affecting the Centre which was the responsibility of the Member Society or Branch prior to Transferring into RNZSPCA.

17. Step 7 – Completion of Liquidation or Dissolution

- 17.1 Where a Member Society or Branch resolved to be Liquidated and has completed steps 1 to 6 of these Regulations, the Member Society or Branch shall take all reasonable steps to assist the Liquidator to ensure the liquidation (as specified in the Incorporated Societies Act 1908) is completed as soon as practicable.
- 17.2 Where a Member Society or Branch has resolved to request to be Dissolved and has completed steps 1 to 6 of these Regulations, RNZSPCA will on its behalf, as soon as practicable, request the Registrar of Societies to dissolve the Member Society or Branch under section 28 of the Incorporated Societies Act 1908 on the basis that it is no longer operating.

18. Consequences of Not Transferring

- 18.1 If a Member Society or Branch resolves not to, or fails to, Transfer into RNZSPCA by midnight on 31 October 2017 (unless a later date is approved by the Board in exceptional circumstances applicable to a Member Society or Branch as decided by the Board decided by it on a case by case basis) in accordance with these Regulations, the consequences of not Transferring shall be as set out in Rule 36.5 of the Constitution: namely the Member Society or Branch shall cease to be a Member of RNZSPCA and shall, with immediate effect;
- a. not be entitled to use the Intellectual Property of RNZSPCA (including but not limited to the Trade Marks) and in particular not be entitled to be named as, or hold itself out in any way as, an “SPCA” or a “Society for the Prevention of Cruelty to Animals” or any other substantially similar name;
 - b. not employ or engage, or continue to employ or engage, any person as an inspector or auxiliary officer authorised by RNZSPCA as an Approved Organisation under the Animal Welfare Act 1999;
 - c. be subject to all such other consequences of ceasing to be a Member as set out in Rule 12.6 (Consequences of Termination of Membership); and,
 - d. take all such steps that are necessary to give effect to this Rule including the steps specified in these Transition Regulations.
- 18.2 To give effect to clause 18.1 all necessary steps shall be undertaken including but not limited to the following:
- a. the Member Society or Branch shall immediately cease using or remove, at its cost, all property, materials, and information which contain or have affixed to it any Intellectual Property, including:
 - i. signage, names, logos and marks on all property, motor vehicles, and buildings;
 - ii. any uniforms or clothing on which the names, logos and marks are affixed;

- iii. names, logos and marks on any websites, emails, letterhead, promotional material or any other materials and documents;
 - iv. any domain names and url addresses owned by the Member Society or Branch which contain such names, logos and marks;
 - v. that which is contained in any social media accounts on any platform and/or controlled by the Member Society or Branch including but not limited to Facebook, Twitter, Instagram, Snap Chat and Pinterest;
- b. the Member Society or Branch shall immediately notify its members in writing that it has ceased to be a member of RNZSPCA and has ceased to operate as an “SPCA”;
 - c. the Member Society or Branch shall, as soon as practicable and in compliance with its constitution, alter its constitution so as to comply with clause 18; including changing the legal name of the Member Society or Branch so as to comply with clause 18.1 and registering such change of name with the Registrar of Incorporated Societies;
 - d. every inspector or auxiliary officer appointed under the Animal Welfare Act 1999 who is employed or engaged by the Member Society or Branch on the recommendation of RNZSPCA, shall cease to act as such or be recognised by RNZSPCA, and the RNZSPCA will request the revocation of their appointment from the Director General and/or Minister for Primary Industries; and,
 - e. RNZSPCA will publicise the cessation of the Member Society or Branch as a member of RNZSPCA including on the RNZSPCA website.
- 18.3 RNZSPCA may take such other steps as it considers necessary to enforce the Constitution and these Regulations.

19. Member Societies and Branches under Assimilation and Administration

- 19.1 For avoidance of doubt, where a Member Society or Branch has been Assimilated with another Member Society or Branch (“Assimilated Centre”), or is Under Administration of another Member Society, Branch or RNZSPCA (“Centre under Administration”), the provisions of these Regulations shall still apply to that Assimilated Centre or Centre Under Administration, except to the extent set out in clauses 19.2 and 3 of these Regulations.
- 19.2 To the extent an Assimilated Centre has completed the transfer of its assets and liabilities to a Member Society or Branch as part of the Assimilation process, the Assimilated Centre shall not be required to resolve to transfer its assets and liabilities to RNZSPCA (under clause 14.1b and c), or to sign the documents transferring such asset and liabilities (under clause 16.1a and b), however in all other respects these Regulations apply to such Assimilated Centre.
- 19.3 Subject to clause 19.2, the Member Society, Branch or RNZSPCA which is responsible for an Assimilated Centre or a Centre Under Administration shall use its best efforts to facilitate the Assimilated Centre or Centre Under Administration completing steps 1 to 7 of these Regulations.
- 19.4 In the event an Assimilated Centre or Centre Under Administration is, after best efforts have been made to do so, unable to complete some or all of the steps 1 to 7, the Board may request the Registrar of Incorporated Societies to dissolve the legal entity of that Centre or to take such other steps as it considers appropriate and necessary, to carry out the Purposes of SPCA.

20. Related Entities

- 20.1 Where any Member Society or Branch has an interest in a Related Entity, it shall use its best efforts, prior to the Transfer Date, to encourage the Related Entity to Transfer into RNZSPCA in accordance with the rules, trust deed, constituting or other governing documents of the Related Entity.

PART V – DEFINITIONS

21. Definitions

- 21.1 The words and phrases used in these Regulations shall have the same meaning as defined in the Constitution, unless specified otherwise. All other words and phrases used in these Regulations shall have the following meaning:

“**Area**” means a geographical area within a Region as decided by the CEO.

“**Area Appointee**” means the persons appointed by each Area in accordance with clause 7.2.

“**Agreement**” means an agreement in writing between a Member Society or Branch and RNZSPCA as described in clause 12 of these Regulations.

“**[proposed] Area Manager**” means the person employed by RNZSPCA with responsibilities for managing the operations of an Area.

“**Assets**” means all the property of a Member Society or Branch including cash, physical property (including building and equipment), Intellectual Property and shares or other assets.

“**Assimilated**” means a Member Society or Branch (“Assimilated Centre”) has been assimilated into another Member Society or Branch which by agreement with RNZSPCA has assumed responsibility for the governance and management of the Assimilated Centre and has been transferred ownership of the assets and liabilities of the Assimilated Centre.

“**Centre**” means the place from which SPCA services and programmes are delivered. Centres are situated throughout New Zealand.

“**Centre Manager**” means the person employed or engaged by SPCA to be the manager of a Centre.

“**CEO**” means the Chief Executive Officer of SPCA including any Acting CEO.

“**Commencement Date**” means the date on which these Regulations come into effect, which is the same Commencement Date as the Constitution.

“**Constitution**” means the constitution of RNZSPCA adopted on 17 June 2017.

“**Dissolved**” means the Member Society or Branch is dissolved by the Registrar of Societies in accordance with the Incorporated Societies Act 1908.

“**Ineligible**” has the meaning given to it in Rule 14.4 of the Constitution.

“**Liabilities**” means all the liabilities (including contingent liabilities) disclosed in writing to RNZSPCA by a Member Society or Branch including leases, agreements, contracts, loans and other liabilities.

“**Liquidated**” means the Member Society or Branch is voluntarily liquidated in accordance with the Incorporated Societies Act 1908.

“**Local Supporter Group**” means a group of Members which undertakes the roles and responsibilities for a Centre or Centres described in clause 8.

“**Non-Transferring**” means the Member Society or Branch either resolves not to Transfer into RNZSPCA or fails to do so, in accordance with these Regulations.

“**[proposed] Regional General Manager**” means the person employed by RNZSPCA with responsibilities for managing the operations of a Region.

“**RNZSPCA**” and “**SPCA**” means the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated.

“**Regional Sub-Committee**” means the committee described in clause 5 of these Regulations.

“**Related Entity**” means a trust, company, incorporated society, partnership or other body corporate in which the Member Society or Branch has an interest including any one or more of the following:

- a. it has the power to appoint or terminate the appointment of, any trustee or director of the Related Entity;
- b. it is the primary beneficiary of the Related Entity; or,
- c. it holds shares in the Related Entity.

“**Review**” means the review of the Regional Sub-Committee as described in clause 6 of these Regulations.

“**Reviewer**” means the person undertaking the Review as described in clause 6.3 of these Regulations.

“**Transfer Date**” mean “ the date on which a Member Society or Branch completes its Transfer into RNZSPCA which shall be a date on or before 1 November 2017, or such other date agreed to by the Board on a case by case basis, on or by which its Assets and Liabilities are to be transferred to RNZSPCA.

“**Under Administration**” means a Member Society or Branch has been placed under the administration of another Member Society, Branch or RNZSPCA by resolution of the Board (including the Previous Board).