



**AOTEAROA
WAVE AND TIDAL ENERGY
ASSOCIATION INCORPORATED
(AWATEA)**

RULES

6 December 2012

**AOTEAROA WAVE AND TIDAL ENERGY ASSOCIATION
INCORPORATED**

RULES

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1. INTERPRETATION

1.1 **Definitions:** In these Rules, unless the context otherwise requires:

Act means the Incorporated Societies Act 1908;

Annual General Meeting means an annual general meeting of Members as provided for in clause 16;

Business Day means a day on which registered banks are open for normal banking business in Wellington;

Chairperson means the chairperson of the Executive or the substitute acting in his or her place as set out in these Rules;

Corporate Member means a company or organisation admitted as a Member under clause 5.2;

Executive means the executive of AWATEA as is more particularly defined in clause 7.11;

Executive Member means a member of the Executive of AWATEA;

General Meeting means an Annual General Meeting or Special General Meeting;

GST means Goods and Services Tax;

Honorary Member means a company or organisation admitted as a Member under clause 5.4(b);

Individual Member means a person admitted as a Member under clause 5.5;

Life Member means a person admitted as a Member under clause 5.4(a);

Member means a member of AWATEA and, as the context requires includes a Corporate Member, Professional Member, Non-profit Member, Individual Member, Life Member or Honorary Member;

Membership means membership in AWATEA or, as the context requires, a class of Members;

Non-profit Member means a company or organisation admitted as a Member under clause 5.4;

Professional Member means a company or organisation admitted as a Member under clause 5.3; and

Special General Meeting means a meeting of the Members of AWATEA as provided for in Rule 15.

1.2 **Rules:** References to these Rules are references to this document as from time to time altered or varied.

- 1.3 Persons:** References to persons shall be deemed to include references to individuals, companies, corporations, firms, partnerships, associations, organisations, trusts, government departments and local authorities in each case whether or not having separate legal personality.
- 1.4 Singular/Plural:** Terms used which import the singular number shall, unless the context plainly requires otherwise also include the plural and vice versa.
- 1.5 Headings:** Headings are for ease of reference only and shall not be deemed to form any part of the context or to affect the interpretation of these Rules.
- 1.6 Statutes:** Reference to a statute or statutory provision includes that statute or provision as amended, modified, re-enacted or replaced from time to time (whether before or after the date of adoption of these Rules) and to any previous statute or statutory provision amended, modified, re-enacted or replaced by that statute or provision.

2. NAME AND STATUS

- 2.1 Name:** The society is called the Aotearoa Wave and Tidal Energy Association Incorporated, with the acronym, AWATEA. AWATEA is a Maori word, which means "*new dawn*" or "*new beginning*".
- 2.2 Composition of Membership:** AWATEA is a society consisting of companies, organisations and individuals, associated with the marine energy industry and related industries in New Zealand.
- 2.3 Incorporated Society:** AWATEA is incorporated as a society not for pecuniary gain and is registered under the Act.
- 2.4 No Pecuniary Gain:** No Member may receive any pecuniary gain from the operation or property of AWATEA, except by way of:
- 2.4.1** remuneration as an officer of AWATEA;
 - 2.4.2** reimbursement of reasonable costs or expenses incurred in discharging duties as an officer of AWATEA or as an Executive Member; or
 - 2.4.3** payment of fees and reimbursement of expenses incurred by a Member who provides professional or specialist consultancy services to AWATEA, under a contract or other arrangement approved by the Executive, where the Member took no part in the decision whether or not to approve the contract or other arrangement.

3. MISSION, ROLE AND OBJECTIVES

- 3.1 Mission:** The mission of AWATEA is:
- "AWATEA will promote, aid and foster a vibrant and viable marine energy sector in New Zealand"***.
- 3.2 Role:** AWATEA will be the national association for the representation of industry and research interests in marine energy and its uses.

- 3.3 Objectives:** AWATEA will have the following objectives:
- 3.3.1** to **promote the marine energy industry** in New Zealand, including research, energy generation, marine fabrication and marine services;
 - 3.3.2** to **increase recognition and utilization of marine energy** as another energy source in New Zealand's supply portfolio;
 - 3.3.3** to act as a **centre for advocacy of marine energy**, including lobbying, drafting and making submissions to the Government and representing the views of the marine energy industry;
 - 3.3.4** to assist in the **exchange of information about the marine energy sector** and to provide and publish statistics and informed commentary on issues affecting the uptake of marine energy in New Zealand;
 - 3.3.5** to be a meeting place for marine energy industry participants; and
 - 3.3.6** to **represent the New Zealand marine energy industry** to national bodies, including Government agencies, non-governmental organisations and other industry bodies as well as liaising with any relevant international bodies,
- (together **AWATEA's Objects**).

4. POWERS

- 4.1 Powers:** AWATEA shall have the following powers to the extent that the powers are exercised in affecting AWATEA's Objects:
- 4.1.1** to make or alter rules in accordance with these Rules;
 - 4.1.2** to admit new Members and cancel any Membership;
 - 4.1.3** to appoint salaried employees, officers or other persons providing services to AWATEA (who may or may not be Members) and to dismiss or retire the same;
 - 4.1.4** apply for, purchase, or otherwise acquire any patents, patent rights, copyrights, trade marks, formulae, licences, concessions and the like, conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to, any invention which may be capable of being used for any of the purposes of AWATEA, or for the benefit of AWATEA and to use, exercise, develop, or grant licences in respect of, or otherwise turn to account, the property, rights, or information so acquired;
 - 4.1.5** to enter into partnership or into any arrangement for the sharing of surpluses, with any person or company so as directly or indirectly to benefit AWATEA;

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- 4.1.6** to subscribe for, or to otherwise acquire shares, debentures or other securities of any company or body corporate and to hold the same;
 - 4.1.7** to purchase, take on lease or in exchange, hire or otherwise acquire any real and personal property and any rights or privileges which AWATEA may think necessary or convenient for the purposes of AWATEA's Objects and, in particular, any land, buildings, easements, machinery or plant;
 - 4.1.8** to construct, improve, maintain, develop, work, manage, carry out or control any buildings and other works and conveniences which may be calculated directly or indirectly to advance AWATEA's Objects or interests and to contribute to, subsidise, or otherwise assist or take part in the construction, improvement, maintenance, development, working, management, carrying out, or control of the same;
 - 4.1.9** to invest and deal with the money of AWATEA;
 - 4.1.10** to lend and advance money or give credit to any person or company;
 - 4.1.11** to guarantee and give guarantees for the payment of money or the performance of contracts or obligations by any person and otherwise to assist any person;
 - 4.1.12** to borrow or raise money;
 - 4.1.13** to remunerate any person or company for services rendered, or to be rendered, in or about the organisation, formation, or promotion of AWATEA or AWATEA's Objects;
 - 4.1.14** to sell, improve, manage, develop, exchange, lease, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of AWATEA;
 - 4.1.15** to take or hold mortgages, liens, and charges to secure payment of any money due to AWATEA from any other person;
 - 4.1.16** to undertake and execute any trusts and to make gifts whether for charitable or benevolent purposes or otherwise;
 - 4.1.17** to apply for and accept grants and subsidies on terms and conditions acceptable to AWATEA and accept donations whether in trust or not;
 - 4.1.18** to become a member of, collaborate with, or join with other bodies or organisations, whether incorporated or not, in New Zealand and elsewhere having similar objectives;
 - 4.1.19** to carry out all or any of AWATEA's Objects and do all or any of the above things as principal, agent, contractor, or trustee or otherwise, by or through trustees or agents or otherwise, and either alone or in conjunction with others; and

4.1.20 to do all such other things as are provided in these Rules or which are incidental or conducive to the attainment of AWATEA's Objects and the exercise of the powers of AWATEA.

4.2 Powers Independent: It is declared that each of the powers set out in Rule 4.1 are to be constructed independently and are not to be limited by reference to any other powers recorded in Rule 4.1. Each of the powers set out in Rule 4.1 are independent powers of AWATEA.

5. MEMBERSHIP

5.1 Classes of Members: There are eight classes of Members:

5.1.1 Corporate Members;

5.1.2 Professional Members;

5.1.3 Non-profit Members;

5.1.4 Individual Members;

5.1.5 Student Members;

5.1.6 Life Members;

5.1.7 Honorary Members; and

5.1.8 Affiliate Members.

5.2 Corporate Membership: Companies or organisations:

5.2.1 with more than twenty-five full-time employees ; and

5.2.2 which participate in the marine and/or energy industries, may apply to be Corporate Members. This class of Membership is intended for organisations which derive, or seek to derive, significant income and/or benefit from their involvement in the marine and/or energy industries.

5.3 Professional Membership: Companies and organisations:

5.3.1 with no more than twenty-five full-time staff and individuals; and

5.3.2 which participate in the marine and/or energy industries, may apply to be Professional Members. This class of Membership is intended for consultants, consultancies and small businesses, which are active or are seeking to become active in the marine and/or energy industries.

5.4 Non-profit Membership: Organisations, which have a non-financial interest in marine and/or energy industries (*e.g.*, Government and public sector agencies, other industry associations), may apply to be Non-profit Members. Non-profit Members must change their Membership to

become Professional Members or Corporate Members if they receive any financial reward from their interest in marine energy.

- 5.5 Individual Membership:** People, who have a non-financial interest in marine and/or energy industries, may apply to be Individual Members. Individual Members must change their Membership to become Professional Members or Corporate Members if they receive any financial reward from their interest in marine energy.
- 5.6 Student Membership:** Individuals, who are in full-time or part-time (>50%) education. Student applicants must supply evidence of their student status. Part-time postgraduate degrees, such as MBAs, or part-time graduate qualifications, do not qualify for this category.
- 5.7 Life Membership:** The Executive may nominate Individual and Professional Members for Life Membership prior to each Annual General Meeting. The Executive shall only put forward nominees who have rendered special service to AWATEA and/or to marine energy. Such nominees may be admitted as Life Members if 75% of the votes of the Members present and entitled to vote at the relevant Annual General Meeting are cast in favour of a resolution admitting such person as a Life Member. Life Members shall remain Members until they die or 75% of the votes of the Members present and entitled to vote at a General Meeting are cast in favour of a resolution removing such person as a Life Member.
- 5.8 Honorary Membership:** The Executive may put forward nominees for Honorary Membership prior to each Annual General Meeting. The Executive shall only put forward nominees who have rendered special service to AWATEA and/or to marine energy. Such nominees may be admitted as Honorary Members if 75% of the votes of the Members present and entitled to vote at the relevant Annual General Meeting are cast in favour of a resolution admitting such person as an Honorary Member. Honorary Members shall remain Members until 75% of the votes of the Members present and entitled to vote at a General Meeting are cast in favour of a resolution removing such person as a Honorary Member.
- 5.9 Affiliate Membership:** Organizations, which have an overlapping interest in marine energy, may apply to become Affiliate members of AWATEA. The Executive must decide whether granting Affiliate Membership to other organizations will provide mutual benefit to the two organizations and their members. Affiliate organizations and their members will have reciprocal rights with AWATEA and its members, ranging from offering publicity for the others' activities to reduced conference fees and access to Members' pages on website. The extent of these reciprocal rights will be a matter for negotiation and agreement between the applicant organization and AWATEA.
- 5.10 Applications for Membership:** All applications for Membership shall be made in writing to AWATA, addressed to the Executive Officer. All applicants for Membership shall confirm in their application that they support AWATEA's Objects and that they will comply with the Rules if their application for Membership is accepted.
- 5.11 Acceptance or Refusal of Membership of AWATEA:** Acceptance of applications for Membership and the determination of what category of

Membership a prospective candidate for Membership must apply for are determined by the Executive in its absolute discretion, provided that the acceptance of Life Members and Honorary Members shall be determined under the procedure set out in clauses 5.4 and 5.5.

5.12 Changes in Membership Status: Applications for a change in Membership status must be made in writing to the Executive Officer. The Executive will determine at its sole discretion whether to approve an application for change in Membership category. The Executive may require Members to change their class of Membership, if their status change in accordance with the criteria set out in the Membership categories.

5.13 Cancellation of Membership by Member: Any Member may cancel its Membership by giving one month's notice in writing to the Executive Officer. In the event of cancellation of a Member's Membership in AWATEA the remainder of any annual subscription will be forfeited.

5.14 Cancellation of Membership by AWATEA: AWATEA may cancel or suspend a Member's Membership, by resolution of the Executive if:

5.14.1 in the opinion of the Executive, that Member has broken any of its undertakings to AWATEA, or the Rules, or the conduct of the Member is adjudged to be derogatory, contradictory or prejudicial to AWATEA's Objects or interests of AWATEA; or

5.14.2 that Member's subscriptions are not paid within one month of the due date specified on subscription invoices.

6. ANNUAL SUBSCRIPTIONS

6.1 Annual subscriptions: Annual subscriptions for each financial year shall be:

6.1.1 calculated to give effect to the Executive-approved work programme and budget for the next financial year; and

6.1.2 determined by the Executive from time to time, provided that Honorary Members and Life Members shall not be required to pay any annual subscription.

6.2 Date for payment of subscriptions: Unless the Executive determines otherwise, the relevant annual subscriptions for each Member shall be due on the first day of each financial year of AWATEA. Members who join AWATEA part way through a financial year shall pay a proportion of the annual subscription as determined by the Executive.

6.3 Voting if subscriptions unpaid: No Member shall be entitled to vote on any issue at a general meeting of AWATEA unless their annual subscription has been fully paid.

6.4 Failure to pay levies: The Executive shall have the absolute right to suspend all the rights and privileges of any Member who fails to pay any annual subscription within the period specified for payment.

- 6.5 Liability of Members:** No Member shall be under any liability in respect of any contract or other obligation made or incurred by AWATEA unless the contract is between the Member and AWATEA.

7. EXECUTIVE OF AWATEA

- 7.1 Composition of the Executive:** The Executive shall consist of up to eight Executive Members, of which:

7.1.1 a total of four must be a representative of, or employed by, a Corporate Member or a Professional Member provided that there must be at least one Executive Member who is a representative of, or employed by, a Corporate Member and one Executive Member who is a representative of, or employed by, a Professional Member;

7.1.2 one must be a representative of, or employed by, a Non-profit Member or be an Individual Member; and

7.1.3 one will be the Executive Officer.

- 7.2 Appointment of Executive:** Executive Members (other than the Executive Officer) shall be appointed by:

7.2.1 election at a General Meeting in accordance with clause 7.4; or

7.2.2 co-option by the Executive in accordance with clause 7.5.

- 7.3 Time During Which Executive Members Hold Office:** The Executive Officer shall hold office as an Executive Member from the time of his or her appointment until he or she ceases to hold office as the Executive Officer. Any other Executive Member shall hold office from the time at which his or her appointment becomes effective until:

7.3.1 he or she is removed by a resolution passed at a General Meeting;

7.3.2 he or she is disqualified from being an Executive Member in accordance with clause 7.6; or

7.3.3 the conclusion of the Annual General Meeting following his or her appointment.

- 7.4 Annual Election of Executive:** Elections of Executive Members other than the Executive Officer shall take place at each Annual General Meeting in accordance with the following procedure:

7.4.1 All candidates for election as Executive Members must be nominated by a Member. For the avoidance of doubt, Members may nominate themselves or their employees/agents. The Executive must call for nominations for candidates to be elected to the Executive at least **20** Business Days before each Annual General Meeting. Nominations must be received no later than **10** Business Days before the relevant Annual General Meeting unless the Executive resolves, in its absolute discretion, to extend this period.

7.4.2 If the number of nominees does not exceed the maximum number of vacancies on the Executive (in terms of either the maximum number of Executive Members or the requirements for composition of the Executive set out in clause 7.1) a nominee shall be elected as an Executive Member, and will hold office from the conclusion of the Annual General Meeting, if a resolution in favour of that nominee's election is passed. No resolution to elect an Executive Member under this clause 7.4.2 may be put to an Annual General Meeting unless the resolution is for the appointment of one Executive Member.

7.4.3 A poll shall be taken if the number of nominees exceeds the maximum number of vacancies on the Executive (in terms of either the maximum number of Executive Members or the requirements for composition of the Executive set out in clause 7.1). On such a poll:

- (a) Members shall have the number of votes to which Members in their Membership class are entitled to under clause 14.1; and
- (b) Members may, if they choose, distribute their allocated number of votes amongst one or more nominees.

7.4.4 On a poll taken in accordance with clause 7.4.3 the following nominees will be deemed elected to hold office from the conclusion of the Annual General Meeting:

- (a) of the nominees who are representatives of, or employed by, Professional Members, the nominee who receive the most votes;
- (b) of the nominees who are representatives of, or employed by, Corporate Members, the nominee who receive the most votes;
- (c) of the nominees who are not deemed elected pursuant to clauses 7.4.4(a) – (b) above, the nominees who are representatives of, or employed by, Corporate or Professional Members, who receive the most and second most votes;
- (d) of the nominees who are representatives of, or employed by, Individual Members or Non-profit Members, the nominee who receives the most votes; and
- (e) of the nominees who are not deemed elected pursuant to clauses 7.4.4(a) – (d) above, the nominees who receive the most and second most votes,

provided that:

- (f) if two nominees receive an equal number of votes and this would result in an excess number of nominees being elected, all Members shall vote on which of the two nominees they wish to be elected and the nominee

who receives the most votes will be deemed to be elected from the conclusion of the Annual General Meeting; and

- (g) a nominee must receive at least 1 vote to be elected.

7.4.5 If 3 or more Executive Members are elected at an Annual General Meeting, then those Executive Members shall constitute the Executive and shall co-opt such further Executive Members in accordance with clause 7.5 as is necessary to satisfy the minimum requirements for the composition of the Executive set out in clause 7.1.

7.4.6 If 3 or more Executive Members are not elected at an Annual General Meeting then:

- (a) for the avoidance of doubt, the nominees who have been elected as Executive Members (if any) shall be deemed to be elected from the conclusion of the Annual General Meeting; and
- (b) the Executive Members shall call a Special General Meeting to elect additional Executive Members.

7.4.7 The election of additional Executive Members at any Special General Meeting held in accordance with clause 7.4.6 shall be conducted in accordance with this clause 7.4 provided that:

- (a) references to the "Annual General Meeting" shall be deemed to be references to the "Special General Meeting";
- (b) the Executive Members who were elected at the Annual General Meeting need not stand for election and, if a poll is required at the Special General Meeting, shall be deemed to be the highest polling nominees in their respective categories for the purposes of clause 7.4.3; and
- (c) if necessary, following the conclusion of the Special General Meeting, the Executive Members who have been elected shall co-opt such further Executive Members in accordance with clause 7.5 as is necessary to satisfy the requirements for the composition of the Executive set out in clause 7.1 (and clauses 7.4.5 and 7.4.6 shall not apply).

7.5 Co-option of Executive Members: If insufficient Executive Members are elected, if the Executive wishes to achieve a balance of representation of the Membership, or if the Executive wishes to appoint a Member for their particular skills, the Executive may co-opt additional Executive Members, subject to the maximum prescribed by clause 7.1. Any Executive Member so co-opted shall have the full rights and privileges of any other Executive Member.

7.6 Ceasing to Qualify as an Executive Member: An Executive Member will cease to qualify as an Executive Member if he or she:

7.6.1 being a representative of a Corporate Member, Professional Member or Non-Profit Member:

(a) ceases to be employed by or associated with the company or other organisation he or she represents; or

(b) if that company or organisation ceases to be a Member; or

7.6.2 being an Individual Member, ceases to be an Individual Member.

7.7 Reimbursement of the Executive: With the exception of the Executive Officer, Executive Members shall not be entitled to any remuneration but may be reimbursed for reasonable expenses incurred in relation to meetings of the Executive or tasks approved in advance by resolution of the Executive.

8. POWERS OF THE EXECUTIVE

8.1 Powers of the Executive: The Executive manages the affairs of AWATEA and in particular has the following powers:

8.1.1 to exercise any and/or all of the powers of AWATEA other than those required to be exercised by the Members at a General Meeting;

8.1.2 to delegate any of its powers to such person or persons as the Executive may determine from time to time;

8.1.3 to appoint sub-committees of the Executive and committees of Members or their representatives, and to delegate any of the Executive's powers to any such sub-committee or committee. The membership, terms of reference and powers of any such sub-committee or committee shall be set by the Executive;

8.1.4 to authorise any Executive Member to enter into any contract or execute any instrument in the name of and on behalf of AWATEA. This authority may be general or confined to specific circumstances; and

8.1.5 to do all such other things that the Executive considers necessary or desirable to give effect to AWATEA's Objects.

8.2 Purported Exercise of Power: The purported exercise by an Executive Member of a power vested in the Executive may be ratified or approved by the Executive in the same manner in which the power may be exercised. The purported exercise of a power ratified under this Rule is deemed to be, and to always have been, a proper and valid exercise of that power.

8.3 Matters Not Provided For: If any case should occur which, in the opinion of the Executive, is not provided for in these Rules, it shall be determined by the Executive in such manner as it deems expedient, and any such determination shall be conclusive and binding on Members unless revoked at the next General Meeting following the determination.

9. CHAIRPERSON

- 9.1 Chairperson:** After each Annual General Meeting the Executive will elect a Chairperson from the Executive Members to hold office until the next Annual General Meeting or unless removed and replaced earlier by a subsequent resolution of the Executive.
- 9.2 Appointment and Review:** The Chairperson will be appointed for a maximum of three consecutive years. The Executive will elect or remove the Chairperson by simple majority resolution. The Executive will review annually:
- 9.2.1** the position of the Chairperson; and
 - 9.2.2** the performance of the Chairperson.
- 9.3 Resignation of Chairperson:** In the event that the Chairperson resigns or ceases to be an Executive Member, the Chairperson will also cease to be the Chairperson and the Executive may elect a replacement to serve for the remainder of the departing Chairperson's term.

10. PROCEEDINGS OF THE EXECUTIVE

- 10.1 Calling Meetings:** The Executive Officer shall, upon receipt of a request from the Chairperson or any three Executive Members, convene a meeting of the Executive by giving not less than **10** Business Days' prior written notice to each Executive Member. The requirement for such notice can be waived if a majority of Executive Members agree.
- 10.2 Method of holding meetings:** A meeting of the Executive may be held either by a number of the Executive Members who constitute a quorum being assembled together at the place, date and time appointed for the meeting or by means of audio or audio and visual communication by which all the Executive Members participating and constituting a quorum can simultaneously hear each other throughout the meeting.
- 10.3 Chairperson:** The chairperson will chair all meetings at which he or she is present. If the Chairperson is absent, then those Executive Members present shall choose one from their number to chair the meeting.
- 10.4 Conflict of interest:** Where an Executive Member may or will have a conflict of interest concerning matters before the Executive, he or she shall declare that interest and absent himself or herself from any discussion and voting by the Executive in relation to that matter.
- 10.5 Voting:** Each Executive Member has one vote and the Chairperson does not have a casting vote.
- 10.6 Quorum:** A quorum for the transaction of business at meetings of the Executive shall be a majority of the Executive Members. All resolutions and business decisions of the Executive must be by simple majority of the Executive Members present or voting by proxy at the meeting. Written resolutions outside of an Executive Meeting require a majority of all the Executive Members.
- 10.7 Inquorate Executive Meetings:** No business of the Executive shall be conducted at any time when less than a quorum is present. In the event

of a lack of a quorum, the meeting may be re-scheduled at a time, day and place nominated by the Executive Members present but at least 10 Business Days' prior written notice shall be given to each Executive Member (unless the requirement for such notice is waived by a majority of Executive Members). If at that second meeting, there are still insufficient Executive Members to be quorate but as many or more Executive Members are present than were present for the first meeting, the second meeting shall be deemed quorate.

- 10.8 Voting by proxy:** If an Executive Member will be absent from a meeting, that Executive Member may appoint in writing another Executive Member as his or her proxy to attend a meeting of the Executive and to vote on his or her behalf. The Executive Member voting by proxy will count as present at the meeting for the purposes of establishing a quorum.
- 10.9 Minutes:** The Executive Officer shall cause proper minutes to be kept of all meetings of the Executive and any committees. The minutes shall be signed by the Chairperson (or the chairperson of the relevant committee) will be accepted as a correct and accurate record of the business transacted at such meetings.
- 10.10 Written resolutions:** The Executive may pass a resolution in writing (including by electronic mail), which if signed or assented to by a majority of Executive Members, will be as valid and effective as if it had been passed at a meeting of the Executive duly convened and held. Any such resolution may consist of several documents (including facsimile, electronic mail or other similar means of communication) in like form, each signed or assented to by one or more Executive Members. A copy of any such resolution must be entered in or kept with the records of Executive proceedings. Within seven days of any such written resolution being passed AWATEA will send a copy of the resolution to each Executive Member who has not signed or assented to the resolution, but failure to do so shall not invalidate the resolution.
- 10.11 Executive may regulate its own procedure:** Other than is provided in these rules, the Executive may regulate its own procedures.

11. EXECUTIVE OFFICER

- 11.1 Executive Officer:** The Executive may appoint an Executive Officer who will report to the Chairperson, be an Executive Member and the Executive's, secretary, and will carry out any functions in relation to AWATEA that the Executive directs the Executive Officer to carry out.
- 11.2 Appointment and Review:** The Executive will be responsible for determining the appointment, removal, remuneration and other terms and conditions applicable to the Executive Officer as the Executive considers appropriate. The Executive will review annually:
- 11.2.1** the position of Executive Officer; and
 - 11.2.2** the performance of the Executive Officer.
- 11.3 Nature of Position:** The Executive Officer may either be a paid employee of, or consultant to, AWATEA. The Executive Officer will be

paid either a consultancy fee or salary as is appropriate to the nature of his or her appointment. The Executive shall fix any such remuneration.

12. INSURANCE AND INDEMNITY

12.1 Indemnity: Each Executive Member, the Executive Officer and any employees of AWATEA shall at all times be indemnified out of the funds of AWATEA from and against all claims, actions, losses and expenses of any nature that such Executive Member, Executive Officer or employee incurs in respect of any act or omission done or permitted by them in relation to the duties of their office except when such act or omission is brought about by their wilful neglect or default.

12.2 Insurance: AWATEA may, with the approval of the Executive, insure any Executive Member, the Executive Officer or any employee of AWATEA from and against all claims, actions, losses and expenses of any nature that the Executive Member, Executive Officer or employee incurs in respect of any act or omission done or permitted by him or her in relation to the duties of his or her office except when such act or omission is brought about by his or her wilful neglect or default.

12.3 Fault of Others: No Executive Member, the Executive Officer or any employee of AWATEA shall be liable:

12.3.1 for the acts or omissions of any other Executive Member, the Executive Officer or any employee of AWATEA; or

12.3.2 for any loss, damage or expense to AWATEA including any loss, damage or expense:

- (a) arising through any insufficiency or deficiency of title to any property acquired by or on behalf of AWATEA;
- (b) related to the insufficiency or deficiency for any security in which monies of AWATEA have been placed;
- (c) related to the bankruptcy or insolvency of any person or entity with whom any monies of AWATEA shall be lodged; and
- (d) arising from an error of judgment or oversight on the part of an Executive Member, the Executive Officer or any employee,

unless the same shall happen by or through their wilful default.

13. GENERAL MEETINGS

13.1 Notice: Notice of General Meetings shall be given to all Members not less than **10** Working Days before the date of such General Meeting. The notice shall specify the time and place of the General Meeting and specify all business and motions to be considered at the General Meeting. Except for general business, no other business or motions which are not specified in the notice of the General Meeting, shall be discussed or transacted at the General Meeting. The notice shall include a form of proxy.

- 13.2 Quorum to be present at General Meetings:** A General Meeting will be constituted by a quorum of Members being assembled together at the place, date and time appointed for the General Meeting.
- 13.3 Quorum:** A quorum for General Meetings shall be constituted by:
- 13.3.1** Members (or their proxies) who between them are entitled to cast 35% of the total votes at a General Meeting being present at the General Meeting; or
- 13.3.2** 15 Members (or their proxies) entitled to vote and be present in person or by proxy being present at the General Meeting.
- 13.4 Executive Officer's role:** The Executive Officer will be responsible for organising General Meetings, including giving notice, establishing the agenda, and organising the venue.
- 13.5 Attendance at General Meetings:** All Members may attend General Meetings.
- 13.6 Chairperson of Meetings:** The Chairperson, or in the Chairperson's absence, a person nominated by the Executive shall chair the General Meeting.

14. VOTING AT GENERAL MEETINGS

- 14.1 Votes:** At all General Meetings every Member shall have the following votes according to their Membership status as follows:
- | | | |
|---------------|---------------------------|----------------|
| 14.1.1 | Corporate Members: | 5 votes |
| 14.1.2 | Professional Members: | 2 votes |
| 14.1.3 | Non-profit Members: | 1 vote |
| 14.1.4 | Individual Members: | 1 vote |
| 14.1.5 | Student Members: | 0 votes |
| 14.1.6 | Life Members: | 1 vote |
| 14.1.7 | Honorary Members: | 0 votes |
| 14.1.8 | <u>Affiliate Members:</u> | <u>0 votes</u> |
- 14.2 Proxies:** Members may appoint a proxy to attend General Meetings in their place. Any person having been duly appointed as a proxy may attend, be heard at and vote at a General Meeting as if the proxy was the appointing Member.
- 14.3 Majority to Decide:** Except where otherwise provided in these Rules, a simple majority of all votes cast shall decide all questions. The mode of voting shall be by show of hands by Membership categories. Any Member may, before or immediately after a show of hands (but not after

the General Meeting moves to the next business or adjourns), demand a secret ballot, which shall be taken immediately.

- 14.4 Method of Voting:** If a resolution is put to the vote by a show of hands, a declaration by the Chairperson that such resolution has been carried or lost, unanimously or by a particular majority, and an entry to the effect in the minute book, shall be conclusive evidence without further proof of the number or proportion of votes recorded in favour or against such resolution.

15. SPECIAL GENERAL MEETINGS

- 15.1 Special General Meetings:** Special General Meetings must be called by the Executive:

15.1.1 If the Executive resolves that a Special General Meeting should be called; or

15.1.2 on receipt by the Executive Officer of a request for a Special General Meeting to be held, signed by or on behalf of:

- (a) Members who between them are entitled to cast 35% of the total votes at a General Meeting; or
- (b) 15 Members who are entitled to vote at a General Meeting,

which has been delivered to the Executive Officer.

- 15.2 Timeframe for Holding Special General Meetings:** Special General Meetings must be held not more than five weeks after the day on which a request under Rule 15.1.2 has been delivered to the Executive Officer.

16. ANNUAL GENERAL MEETINGS

- 16.1 Annual General Meetings:** The Executive will cause an Annual General Meeting to be held within 6 months of the end of AWATEA's financial year.

- 16.2 Business:** The following business will be transacted at the Annual General Meeting:

16.2.1 receiving AWATEA's annual report and considering AWATEA's financial statements for the past year;

16.2.2 Certifying the financial accounts at a General Meeting, as required under the Incorporated Societies Act 1908.

16.2.3 election of Executive Members;

16.2.4 presentation of new Membership approvals;

16.2.5 considering any proposed changes to these Rules;

16.2.6 considering forward work programmes;

16.2.7 considering of any recommendations of the Executive; and

16.2.8 general business.

17. FINANCES OF AWATEA

17.1 Executive to Control: The finances of AWATEA shall be under the control of the Executive, which will arrange and operate such bank accounts as it considers are required. All monies received on behalf of AWATEA shall be paid to the credit of AWATEA in such accounts as the Executive establishes.

17.2 Application of Monies: The income of AWATEA, from whatever source derived, shall be applied solely towards the promotion of AWATEA's Objects. No portion of the funds of AWATEA shall be paid or transferred directly or indirectly to Members, unless in return for any service rendered to AWATEA or in reimbursement of expenses or payments made on AWATEA's behalf. All payments for services must be reasonable and relative to what would be paid in an arms length open market transaction.

17.3 The Financial Year: The financial year of AWATEA will be 1 January to 31 December. The Executive will set and revise subscription rates for Membership in accordance with Rule 6. The Executive will also seek funding from other private and public sources. The financial affairs of AWATEA will be reported at the Annual General Meeting and published in the Annual Report.

17.4 GST: The Executive will register AWATEA for GST and the Executive Officer shall be responsible for organising the appropriate GST returns.

17.5 Financial Statements: The Executive Officer shall prepare or cause to be prepared:

17.5.1 financial statements of AWATEA for the previous financial year; and

17.5.2 financial reports or accounts for AWATEA that the Executive requires the Executive Officer to prepare.

17.6 Cheques: The Executive Officer and at least one other Executive Member, or other person as authorized by the Executive, may sign cheques for and on behalf of AWATEA.

17.7 Certification of Financial Accounts: The Executive will submit the accounts to the members to be certified and approved at a General Meeting and the Executive Officer will prepare the necessary coversheet for submission of the certified accounts to the Incorporated Societies Office.

17.8 Registered Office: The Executive shall determine the registered office of AWATEA.

18. ANNUAL REPORT

18.1 Annual Report: AWATEA will publish an annual report, approved by the Executive, prior to the Annual General Meeting. The annual report will contain:

18.1.1 a description of AWATEA's activities over the past year;

18.1.2 AWATEA's financial statements for the previous financial year; and

18.1.3 such other information as the Executive considers appropriate.

19. PUBLICATIONS AND USE OF THE NAME AND LOGO OF AWATEA

19.1 Use of "AWATEA": Members of AWATEA may use its name and logo in connection with their business operations provided such usage does not imply any endorsement by AWATEA of the Member's business operations. The Executive may impose conditions on any such use of AWATEA's logo.

19.2 No Publishing Under the Name AWATEA: No Member or other body or individual may publish material under the name of AWATEA without express written permission from the Executive.

19.3 Publications and Commissions by AWATEA: The Executive may commission the publication of other material about the marine energy industry.

20. RULES OF AWATEA

20.1 Agree to Rules: All members shall agree to operate and conform with the Rules.

20.2 Amendment to Rules: The Rules shall not be amended, added to or rescinded unless:

20.2.1 such amendment, addition to or rescission is approved by resolution passed by not less than 75% majority of the votes of the Members present and entitled to vote at a General Meeting; and

20.2.2 not less than **10** Working Days' written notice of the proposed amendment, addition to or rescission of the Rules has been given to all Members.

20.3 Acceptance by Registrar: No such amendment, addition to or rescission of the Rules shall be valid unless and until accepted by the Registrar of Incorporated Societies.

20.4 Dispute: If any difference of opinion arises as to the meaning of any Rule, it shall be determined by the Executive or, if it occurs at a General Meeting, by the chairperson of that meeting, and any such determination shall be conclusive and binding on Members unless revoked at the next General Meeting following the determination.

21. COMMON SEAL

21.1 Obtain seal: The Executive will obtain a common seal for the use of AWATEA and will provide for its safe custody.

21.2 Use of seal: The common seal shall not be used except by resolution of the Executive. Every instrument to which the common seal is affixed shall be signed by the Executive Officer and at least one other Executive Member, or other person as authorized by the Executive, on behalf of AWATEA.

22. LIQUIDATION OF AWATEA

AWATEA may be wound up in accordance with the Act. If, upon such winding up, any property and/or assets remains after satisfaction of all debts and liabilities of AWATEA, then such property and/or assets shall be disposed of in the manner directed by a resolution of AWATEA to another organisation or individual in New Zealand with the same or similar objects to AWATEA and which shall prohibit the distribution of its or their income and property among its members to an extent at least as great as is imposed on AWATEA.

SIGNED as the Rules of AWATEA as amended by resolution at the Annual General Meeting held on 6 September 2012 by:

Mr. Nick Eldred
Water Infrastructure Development Manager
Meridian Energy Limited

Dr. John Huckerby
Director
Power Projects Limited