

# The Constitution of the Newlands Toy Library Incorporated

## 1. NAME

- 1.1 The name of the society will be 'Newlands Toy Library Incorporated', called 'the Library' or 'Toy Library' throughout the remainder of this constitution.
- 1.2 The society is constituted by resolution dated 17 March 2008.

## 2. REGISTERED OFFICE

- 2.1 The registered office of the society is 9 Batchelor St, Newlands, Wellington 6037

## 3. PURPOSE

- 3.1 The purpose of the Library is to provide quality toys at an affordable price, benefitting people living in the local community.
- 3.2 Pecuniary gain is not a purpose of the Library

## 4. OBJECTIVES

To operate a Toy Library service to support families in meeting the needs of children aged up to ten (10) years old. Specifically to:

- 4.1 Bring good quality, well-designed and appropriate toys and equipment within the reach of families to help them assist their children to reach their full potential.
- 4.2 Provide an environment which is welcoming, encouraging, supportive, safe, and caring for children and their families/whanau.
- 4.3 Provide a well-balanced service for children which responds to their physical, social, emotional and intellectual development and respects the cultures of all families/whanau.
- 4.4 Assist parent/guardians/caregivers by providing toys of sufficiently high standard and durability (where possible conforming to New Zealand Standards Specifications).
- 4.5 Publicise the work of the Library to the general public and, if necessary, to publish books, pamphlets and other matters as shall from time to time be considered necessary.
- 4.6 Raise, receive, hold and administer funds in the form of subscriptions, donations, bequests and fundraising from sources for the benefit of the Library.
- 4.7 Liaise with other organisations providing services for children and families and comment on policy and legislation affecting young children, advocating for their need. In meeting

these objectives the Library will operate within the current guidelines set by the Toy Library Federation of New Zealand Incorporated.

- 4.8 From time to time do such things or take such action as the Library may consider furthers the principle and ancillary objectives of the Library.
- 4.9 Carry out other activities consistent with the objectives of the society.

## **5. ISSUES OF MAORITANGA**

In attaining its objects, the Library will respect the dual heritage of the partners of the Treaty of Waitangi or Te Tiriti o Waitangi.

## **6. ACTIVITIES LIMITED TO NEW ZEALAND**

The activities of the Library will be limited to New Zealand.

## **7. MEMBERSHIP**

- 7.1 There will be two categories of membership, rostered and non-rostered membership, which will be available to any parent, carer, family or whanau member of any child who uses the Library in the local community.
- 7.2 It is a condition of a reduced subscription fee that rostered members do a duty for the Toy Library and also participate in stocktake duties (date to be advised by the committee).
- 7.3 Because of the full subscription fee non-rostered members are exempt from duty at the Toy Library but are still expected to participate in stocktake duties (date to be advised by committee).
- 7.4 Application for rostered and non-rostered membership will be subject to the Toy Library Committee's approval and may be on an application form approved from time to time by the Toy Library Committee.
- 7.5 The Toy Library Committee may add categories of membership from time to time if the situation arises, e.g. casual membership, group membership, or complimentary membership.
- 7.6 A register of members will be maintained by the Toy Library Committee in accordance with the provisions of the Incorporated Societies Act 1908 and the Privacy Act 1993.
- 7.7 A Special General Meeting or Annual General Meeting may require members to pay an annual subscription of such amount as may be decided at the meeting.
- 7.8 In addition, a member may need to pay a lending fee on each toy or piece of equipment which is borrowed. This will be at the discretion of the Toy Library Committee. The Toy Library Committee will set the lending fees by regulation.

- 7.9 Any person may resign membership by giving oral or written notice to the Toy Library Committee. The Toy Library Committee will maintain a written record of any resignation. Subscription fees may be reimbursed but at the discretion of the Toy Library Committee.
- 7.10 Any member who has not paid the annual subscription within 90 days after the date when the subscription is due will be deemed to have resigned as a member of the Library. Such a member will not, however, be released by such resignation from unpaid Library fines or other fees outstanding.
- 7.11 A membership is non-transferable.
- 7.12 Any regulations made by the Toy Library Committee to govern the internal conduct of the Library will be binding on all members.

## **8. COMPLAINTS/ISSUES**

- 8.1 Any person may make a complaint to the Toy Library Committee that the conduct of a member of the Library is or has been injurious to the character of the Library. Every such complaint will be in writing and addressed to the Toy Library Committee.
- 8.2 If the Toy Library Committee considers that there is sufficient substance to the complaint it will invite the member (who the complaint is about) to attend a meeting at the Toy Library Committee and offer a written and/or oral explanation of their conduct.
- 8.2.1 The Toy Library Committee will give that member at least fourteen (14) days written notice of the meeting. The notice will:
- 8.2.2 Sufficiently inform the member of the complaint so that the member can offer an explanation of their conduct; and
- 8.2.3 Inform the member concerned that if the Toy Library Committee is not satisfied with the member's explanation the Toy Library Committee may expel the member from the Library.
- 8.2.4 If, in the meeting, the Toy Library Committee decides to expel the member from the Library the member will cease to be a member of the Library.
- 8.3 A member expelled by the Library may within fourteen (14) days give written notice of appeal to the Toy Library Committee. The Toy Library Committee will then call a Special General Meeting (see Section 9) to take place within twenty-eight (28) days of receipt of the notice of appeal. If that meeting passes a resolution rescinding the expulsion, the member will be reinstated immediately.
- 8.4 Any deliberate breach of membership rules under Section 7 may result in immediate suspension or termination of membership.

## **9. MEETINGS**

- 9.1 The Toy Library will run three types of meetings:

**Annual General Meetings (AGM):** are held every year to inform members of past and future activities and provide overall direction of the Library.

**Special General Meetings (SPM):** to sort out any problems/issues that need immediate discussion.

**Committee Meetings (CM):** are about running the day-to-day operations of the Library.

- 9.2 The quorum for an AGM or a SPM will be eight (8) members present in person at the start of, and throughout the meeting.
- 9.3 Twenty-eight (28) days notification of each AGM and SGM will be given to members. It will be the responsibility of members to keep the office of the Library informed of their contact details.
- 9.4 Notification of the AGM or SGM will specify the time, date and place of the meeting. Notification will also describe in a general way all the matters that will arise to be considered and specify what further and more detailed information on these matters is available from the Library.
- 9.5 A nominee duly appointed by notice in writing to the Toy Library Committee and received by the Toy Library Committee before the notified time of the meeting may represent a member at an AGM or SGM. A member will have the right at any time to change, withdraw or revoke the appointment of their nominee by notice thereof in writing to the Toy Library Committee.
- 9.6 All questions will, if possible, be decided by consensus. However, where a consensus decision cannot be reached on a matter, the decision will, unless otherwise specified in this constitution, be made by a majority vote.
- 9.7 Voting will be by a show of hands unless members indicate an alternative preference.
- 9.8 If voting is tied the Chairperson may exercise a second and casting vote.
- 9.9 The current Chairperson of the Toy Library Committee or her/his nominee will chair the meeting.
- 9.10 Resolutions passed at any meeting will be conclusive and binding on all members of the Library, whether present at the meeting, or not.
- 9.11 The AGM of the Library will be held annually within four (4) months of the end of the financial year of the Library.
- 9.12 The AGM will carry out the following business:
  - 9.12.1 Receive the minutes of the previous AGM and of any other SGM's held since the last AGM.
  - 9.12.2 Receive the Toy Library Committee's report on the activities of the Library over the last year and the priorities and directions for the Library in the forthcoming year.

- 9.12.3 Receive the balance sheet and profit and loss statement for the past year.
- 9.12.4 Elect the Chairperson, the Secretary, and the Treasurer and up to six (6) other members of the Toy Library Committee of the Library.
- 9.12.5 Decide whether a review of the Library's annual accounts is required and if so appoint a reviewer.
- 9.12.6 Set the annual subscription for the ensuing year.
- 9.12.7 Conduct any other business, which may properly be brought before the meeting.
- 9.13 SGMs may be called by the Toy Library Committee or by a written request made by not less than five (5) members of the Library and delivered to the Toy Library Committee. The meeting will be called within seven (7) days of the decision being made or the meeting being requested.
- 9.14 The Library's Committee will be composed of no less than four (4) and no more than nine (9) members, including a Chairperson, Treasurer, Secretary, all of whom will be elected at the AGM.
- 9.15 The Toy Library Committee will have the power to fill any places vacant following the AGM or any vacancy that arises in the Toy Library Committee or among its named officers, until the next AGM.
- 9.16 Elected members of the Toy Library Committee will retire at each AGM, but will be eligible for re-election at the same and subsequent meetings. Newly elected Toy Library Committee members will take office immediately upon their election.
- 9.17 Nominations for elected positions on the Toy Library Committee, including elected officers, may be by way of notice of nomination in writing endorsed with the consent of the nominee and given to the Committee not less than fifteen (15) days before the day set for the AGM. If there are insufficient nominations for specific officer positions, oral nominations may be received at the AGM, provided that no member will be elected who has not consented to being nominated.
- 9.18 The procedure for Toy Library Committee meetings will be as follows:
  - 9.18.1 A quorum will be three (3) members of the Toy Library Committee.
  - 9.18.2 If a member of the Toy Library Committee does not attend three consecutive meetings without leave of absence, that member may, at the discretion and on decision of the Toy Library Committee, be removed from the Toy Library Committee.
  - 9.18.3 The Toy Library Committee will strive to seek consensus. In the event that consensus cannot be reached then a decision will be made by a majority vote by show of hands.
  - 9.18.4 If the voting is tied, the Chairperson will have a casting vote.

9.18.5 The Chairperson or the Chairperson's nominee will chair each meeting.

9.18.6 The Toy Library Committee will meet at least four (4) times every year.

## **10. POWERS**

The Library will have the following powers:

- 10.1 To use its funds as the Toy Library Committee thinks necessary or proper in payment of its costs and expenses, including the employment and dismissal of counsel, solicitors, agents, officers and staff, according to principles of good employment and the Employment Relations Act 2000.
- 10.2 To purchase, take on lease or in exchange or hire or otherwise acquire, any real or personal property and any rights or privileges which the Toy Library Committee thinks necessary or proper for the purpose of attaining the objects of the Library and to sell, exchange, let, bail or lease, with or without option of purchase or, in any other manner, dispose of such property, rights or privileges.
- 10.3 To invest surplus funds in any way permitted by law for the investment of charitable funds and upon such terms as the Toy Library Committee thinks fit.
- 10.4 To borrow or raise money from time to time by the issue of debentures, bonds, mortgages or any other security founded on all or any of the property and/or rights of the Library or without any such security and upon such terms as to priority or otherwise as the Toy Library Committee thinks fit.
- 10.5 To do all things as may from time to time appear necessary or desirable to the Toy Library Committee to give effect to and attain the objectives of the Library.
- 10.6 Any income, benefit or advantage shall be applied to the objectives of the organisation. No member of the organisation or any person associated with a member shall participate in or materially influence any decision made by the organisation in respect of the payment to or on behalf of that member or associated person of any income, benefit, of advantage whatsoever. Any such income shall be reasonable and relative to that which would be paid in an arm's length transaction (being open market value).
- 10.7 Make, alter and rescind regulations, as the Toy Library Committee thinks necessarily, for the internal conduct of the library which are consistent with the rules of The Library and are posted on the Library's website upon such terms as the Committee thinks fit.

## **11. INCOME, BENEFIT OR ADVANTAGE**

- 11.1 Any income, benefit or advantage will be applied to the charitable purposes of the Library.
- 11.2 No member or person associated with a member of the Library will derive any income, benefit or advantage from the Library where they can materially influence the payment of the income, benefit or advantage except where that income, benefit or advantage is derived from:

11.2.1 Professional services to the Library rendered in the course of business charged at no greater rate than current market rates; or

11.2.2 Interest on money lent at no greater rate than current market rates.

## **12. INDEMNIFYING OF OFFICERS & COMMITTEE MEMBERS**

12.1 No officer or member of the Toy Library Committee shall be liable for the acts or defaults of any other officer or member of the Toy Library Committee or any loss occasioned thereby, unless occasioned by their wilful default or by their wilful acquiescence.

12.2 The officers, executive and each of its members shall be indemnified by the society for all liabilities and costs incurred by them in the proper performance of the functions and duties, other than as a result of their wilful default.

## **13. ALTERATION OF THE CONSTITUTION**

13.1 The rules of the Library may be altered, added to or rescinded at any AGM or SGM provided that notice in writing setting out such alteration, addition or rescission has been posted on the website of the Library not less than fourteen (14) clear days prior to this meeting.

13.2 No alteration, addition or rescission of the following clauses; the objects clause (Section 4), the area of activities clause (Section 6), the pecuniary profit clause (Section 11) or the winding up clause (Section 16), will be permitted without the prior consent of the Registrar of Incorporated Societies and the Commissioner of Inland Revenue.

13.3 Duplicate copies of any such alteration, rescission or amendment shall forthwith be delivered to the Registrar in accordance with the requirements of and in the manner prescribed by the Incorporated Societies Act 1908.

## **14. FINANCIAL ARRANGEMENTS**

14.1 The financial year of the society will be from April 1<sup>st</sup> in one year to March 31<sup>st</sup> in the following year.

14.2 The Toy Library Committee will decide by resolution at its first meeting after each AGM of the society the following:

14.2.1 How money will be received by the society?

14.2.2 Who will be entitled to produce receipts?

14.2.3 What bank accounts will operate for the ensuing year?

14.2.4 All cheques drawn upon the bank account of the Library will be signed by a minimum of two members of the Toy Library Committee who have been authorised by the Toy Library Committee.

- 14.3 All investment of funds must be authorised by the Toy Library Committee.
- 14.4 The permission of the Toy Library Committee must be given prior to any money being borrowed by the society.
- 14.5 All money received must be banked into the Toy Library bank account.
- 14.6 Reimbursement of approved expenditure must be accompanied by a receipt.

## **15. COMMON SEAL**

- 15.1 The common seal of the Library will be kept in the custody and control of the Toy Library Committee.
- 15.2 When required, the common seal will be affixed to any document following a resolution of the Toy Library Committee and will be signed by the Chairperson and one other person appointed by the Toy Library Committee.

## **16. WINDING UP**

- 16.1 If the society is wound up the society debts, costs and liabilities shall be paid.
- 16.2 Surplus money and other assets of the society may be disposed by resolution or according to the provisions in the Incorporated Societies Act 1908.
- 16.3 No distribution or surplus money may be made to any member.
- 16.4 The surplus money and other assets shall be distributed to another charitable organisation within New Zealand.
- 16.5 The Library may be wound up or dissolved in any way provided for the in the Charitable Trusts Act 1957.
- 16.6 If the Library is unable to resolve any disagreement over the distribution of surplus assets then the provisions Section 27 of the Charitable Trusts Act 1957 will apply.

The Newlands Toy Library Committee acknowledges this document is the true and correct Constitution of the Newlands Toy Library, as approved at the SGM of the Library held on 17 March 2008 and subsequently amended at the AGM held on 5 July 2013 and again at the AGM held on 26 July 2016.

**DAY:** Thursday

**DATE:** 26 July

**YEAR:** 2016

**1. Signed:**

**Name:**

**Position:**

**Date:**

**2. Signed:**

**Name:**

**Position:**

**Date:**

**3. Signed:**

**Name:**

**Position:**

**Date:**

Newlands Toy Library