

# **Constitution Of the Association of Christian Spiritual Directors Incorporated**

## **1. NAME/INGOA**

The name of this Incorporated Society will be The Association of Christian Spiritual Directors Incorporated, in this constitution called the Association.

## **2. PRINCIPLES/MATAPONO**

- 2.1 God has a covenantal relationship with women and men in Jesus Christ. Covenant speaks of mutual respect, trust and faithfulness and has a sacred character.
- 2.2 God communicates directly with individual people, alone and in community with others.
- 2.3 This communication takes place in the context of a person's life and faith experience.
- 2.4 This communication is brought to awareness in contemplation and personal reflection.
- 2.5 Dialogue about this communication encourages growth.
- 2.6 The Association is committed to respecting the dual heritage of the partners of Te Tiriti o Waitangi (the Treaty of Waitangi)

## **3. OBJECTIVES/WHAINGA**

The Objects of the Association are those charitable objects and purposes which are recognised by the courts of New Zealand as being charitable including without limitation:

- 3.1 To encourage and actively promote spiritual direction
  - 3.2 To promote the ongoing formation/education of spiritual directors
  - 3.3 To ensure spiritual directors access professional supervision of their work
- But not withstanding the above objects:
- 3.4 The Association shall be limited in furthering or attaining its Objects to the advancement of charitable purposes in New Zealand: and
  - 3.5 No member of the Association shall derive any personal pecuniary gain from membership of the Association.

## **4. POWERS/ TAKETAKE**

The Association will have the following powers:

- 4.1 To use its funds as the Executive Committee thinks necessary and proper in the payment of its costs and expenses including the employment and dismissal of staff and agents according to the principles of good employment and the general requirements of employment law.
- 4.2 To set criteria for all categories of membership
- 4.3 To hold a national event in alternate years for the purpose of on-going formation and training of the members, and for the holding of a General Meeting.
- 4.4 To set annual subscription rates, honorarium rates for the Secretary and any other designated staff position and other payments as necessary.
- 4.5 To send a newsletter (and membership list) to members
- 4.6 To provide a Code of Ethics for members which states the required standards for responsible conduct by members of ACSD in Aotearoa New Zealand(Schedule A)
- 4.7 To do all things as may from time to time be necessary or desirable to give effect and attain the objects of the Association.

## **5. MEMBERSHIP/ HUANGA**

5.1 All those persons who were members (full and associate) of the unincorporated society known as the Association of Christian Spiritual Directors (founded in September 1991) at the date of this

constitution being agreed to will be members (full and associate) of the Association.

5.2 Membership of the Association is open to people who

5.2.1 are active Christian people

5.2.2 have submitted references from their personal spiritual director and one other sponsor

5.2.3 have satisfied the Executive of the Association that they have had adequate training as Christian spiritual directors.

5.2.4 accept the need for, and undertake their own regular

i. personal spiritual direction

ii. supervision of their spiritual direction work

iii ongoing formation and training.

5.2.5 sign the annual Membership Covenant committing themselves to the Association's Code of Ethics (Schedule A), and returning a signed declaration from their spiritual director and supervisor.

5.2.6 pay the annual subscription as set by the Executive.

5.3 Applicants for membership will be granted associate membership status on fulfillment of the requirements in 5.2 and following a satisfactory interview with two people, at least one being an Executive member, or past executive member.

5.4 The Executive shall have discretion whether or not to admit a person to membership and shall advise the applicant of their decision in writing.

5.5 Full membership will be granted to Associates on proof of the completion of 50 hours of supervised spiritual direction work.

5.6 Emeritus membership may be granted by the Executive upon application by any Spiritual Director who has been a full member but is no longer practicing.

5.7 The Executive may add additional categories of membership as and when it deems this appropriate. Requirements and expectations of such categories of members will be detailed in the Policy Book of the Executive

5.8 A register of members will be maintained by the Secretary in accordance with the provisions of the Incorporated Societies Act, 1908 and subsequent enactments.

5.9 This register will record names, addresses and the date each member became an associate and/or a full member.

## **6. CESSATION OF MEMBERSHIP/ TE PANANGA O TE MEMA MAI I TE**

6.1 Any person may resign membership of the Association by giving oral or written notice to the Secretary.

The Secretary will maintain a record of any resignations.

6.2 If a current subscription has not been paid by a member, a reminder notice will be sent and if not honoured, membership will cease six (6) months after the due date of the subscription.

6.3 Should a member fail to abide by the standards of practice set out in the Covenant and the Code of Ethics (Schedule A), the executive of the Association has the right to terminate membership after appropriate processes with the member.

6.3.1 These appropriate processes are outlined in Schedule B: Complaints Procedure.

6.4 Notice of termination of membership will be given in writing, and there will be no appeal against the Executive's decision.

6.5 In the case of serious malpractice, including professional boundary violations, the member is personally responsible for his/her actions and personally liable for the consequences of those actions as indicated in the Covenant.

6.6 Membership will cease should a member become mentally incapacitated.

6.7 Membership will cease should a member be convicted of an indictable offence.

6.8 Any former member whose membership lapsed under the provisions in 6.1 or 6.2 may apply for readmission to membership in the manner described for new applicants in section 5 at the discretion of the Executive.

## **7. GENERAL MEETINGS/NGA HUI WHAINGA**

7.1 General Meeting refers to both the biennial General Meeting and any Special General Meeting unless otherwise specified.

7.2 A General Meeting will be held at least every two years.

7.3 At least fourteen (14) days written notification of each General Meeting will be given to members by the Secretary at the current address for such members recorded in the register of members. It will be the responsibility of the members to keep the Secretary informed of their contact details.

7.4 The Executive will appoint the Chairperson from among its members.

7.5 Associate members may attend General Meetings.

7.6 Only full members will be eligible to vote at a General Meeting.

7.7 The quorum for a general meeting will be 20% of full members present in person.

7.8 The biennial General Meeting will carry out the following business:

7.8.1 Receive the minutes of the previous biennial General Meeting and of any other General Meeting held since the last biennial General Meeting.

7.8.2 Receive the Executive Committee's report on the activities of the Association over the last two years and the proposed priorities and directions for the Association in the current year.

7.8.3 Receive the balance sheet and statement of income and expenditure for the past two years.

7.8.4 Elect the members of the Executive Committee of the Association (see section 9)

7.8.5 Appoint a Financial Reviewer (or any other such person in accordance with requirements of the Charities Commission) of the Association's accounts.

7.8.6 Conduct any other business which may properly be brought before the meeting.

7.9 The Registered Office of the Association shall be that of its Secretary or at such place as the Executive from time to time determines.

## **8. SPECIAL GENERAL MEETINGS/NGA HUI OHORERE**

8.1 Special General Meetings may be authorised by the General Meeting or the Executive.

8.2 Special General Meetings also can be called by written request made by at least ten (10) full members and delivered to the Secretary. Where the meeting has been called on the written request of ten (10) full members it will be called within thirty (30) days of the delivery of that request to the Secretary.

8.2 A Special General Meeting will only consider business related to the reason for which it is called, as notified to the members.

## **9. EXECUTIVE COMMITTEE/TE KOMITI WHAKAHAERE**

9.1 From the end of each General Meeting until the end of the next, the association shall be administered, managed and controlled by the Executive, which shall be accountable to the members for the implementation of the policies of the association as approved by any General Meeting.

9.2 The Executive Committee will be composed of six elected full members (two retiring and two being appointed every two years) and a Secretary.

9.3 Nominations for elected positions on the Executive Committee are by way of a written nomination signed by a current full member and endorsed with the consent of the nominee and given to the Secretary at least seven (7) days before the day fixed for the Annual General Meeting. If there are insufficient nominations to fill the vacant positions on the Executive Committee, oral nominations may be received at the Annual General Meeting, provided that any member elected has consented to being nominated.

9.4 Newly elected Executive Committee members will take office immediately upon their election.

9.5 The Executive Committee will have the power to fill any places vacant following the biennial General Meeting, or any vacancy that arises in the Executive Committee or among its named officers until the next General Meeting.

9.6 The Executive Committee will appoint a chairperson from among themselves.

Where this role is rotated, the chairperson at the last Executive meeting will fulfil the responsibilities of this office until the next Executive meeting.

9.7 The procedure for Executive Committee meetings will be as follows:

9.7.1 A quorum will be at least half of its members either present in person, or by telephone or Email link.

9.7.2 If a member of the Executive Committee does not attend three (3) consecutive meetings without leave of absence that member may, at the discretion and on decision of the Executive Committee be removed from the Executive Committee.

9.7.3 All questions will if possible be decided by consensus. In the event that a consensus cannot be reached then a decision will be made by a majority vote by show of hands.

9.7.4 If the voting is tied, the member acting as chairperson will exercise a casting vote.

9.8 The Executive Committee will meet at least two (2) times every year. Meetings may be held in person or by any other means of communicating as decided on by the Executive Committee from time to time. All members of the Executive Committee, including office-bearers, will be given at least (7) days notice of the meeting by the Secretary, verbally or in writing.

9.9. The Secretary will record the proceedings of General and Executive meetings and ensure that a minute book is maintained which is available to any member of the Association and which, for each meeting of the Executive Committee, records

9.9.1 the names of those present;

9.9.2 all decisions which are required by the constitution or by law to be made by the Association and

9.9.3 any other matters discussed at the meeting.

9.10 The Executive Committee will confirm such minutes at the next meeting and ensure they are signed by the Chairperson for that meeting. They then shall become prima facie evidence that the meeting was duly called and shall be prima facie a true and correct record of what occurred at that meeting.

9.11 The Executive Committee will at all times be bound by the decisions of the members at General Meetings.

9.12 The Executive will ensure that the Association appoints administrative staff to ensure efficient servicing of its business.

9.12.1 The Executive will provide a job specification for any such position which clearly outlines term of office, specific duties and outcomes for the position.

9.12.2 The Executive will advertise the position and conduct a fair and open appointment process.

9.12.3 Any staff member will attend specified meetings but will not have a vote on Executive.

9.12.4 The payment to any such staff person shall be reasonable and relative to that which would be paid in the open market.

9.13 Members of the Executive and any Secretary or Treasurer will be refunded their travelling expenses for attendance at Executive meeting.

## **10. INCOME, BENEFIT OR ADVANTAGE TO BE APPLIED TO OBJECTIVES/KO NGA RAWA HEI PAINGA MO TE IWI**

10.1 Any income, benefit or advantage will be applied to the objectives of the Association.

10.2 No member of the Association or any person associated with a member shall participate in or materially influence any decision made by the Society in respect of any payment to or on behalf of that member or associated person of any income, benefit or advantage whatsoever

10.3 The provision and effect of this clause shall not be removed from this constitution and shall be implied in any document replacing this constitution.

## **11. POWER TO DELEGATE/TURU TAKETAKE**

11.1 The Executive Committee may from time to time appoint any committee and may delegate any of its powers and duties to any such committee or to any person. The committee or person may without confirmation by the Executive Committee exercise or perform the delegated powers or duties in the same way and with the same effect as the Executive Committee could itself have done.

11.2 Any committee or person to whom the Executive Committee has delegated powers or duties will be bound by the charitable terms of the Association as defined in Section 3 and any terms or conditions of the delegation set by the Executive Committee, and any other terms of this document.

11.3 The Executive Committee will be able to revoke such delegation at will, and no such delegation

will prevent the exercise of any power or the performance of any duty by the Executive Committee.  
11.4 It will not be necessary for any person who is appointed as a member of any such committee, or any person to whom such delegation is made, to be a member of the Association

## **12. FINANCIAL ARRANGEMENTS/WHAKARITE PŪTEA**

12.1 The financial year of the Association will be from 1 April to 31 March the following year.

12.2 A designated person will be appointed Treasurer. This may be incorporated as specified into a Secretary/Treasurer position.

12.2.1 The Treasurer shall keep books of account as may be necessary to provide a true record of the Association's financial position to each Executive meeting and present a current statement of accounts to the biennial General Meeting.

12.3 At the first meeting of the Executive Committee following each biennial General Meeting, the Executive Committee will decide by resolution the following:

12.3.1 how money will be received by the Association.

12.3.2 who will be entitled to produce receipts.

12.3.3 what bank accounts will operate for the ensuing year, including the purposes of and access to such accounts.

12.3.4 who will be allowed to authorise the production of cheques and the names of cheque signatories and

12.3.5 policy concerning the investment of money by the Association, including what type of investment will be permitted.

12.4 Members of the Executive will be entitled to be reimbursed by the Association for any reasonable actual expenses incurred by them on behalf of the Association as approved by resolution of the Executive.

12.5 The Executive Committee will arrange for the accounts of the Association for each financial year to be reviewed by a person who is not a member of the Association and who meets the requirements for such a process as determined by the Charities Commission

## **13. COMMON SEAL/TE TOHE TAKETAKE**

13.1 The Common Seal of the Association will be kept in the custody and control of the Secretary.

13.2 When required, the Common Seal will be affixed to any document following a resolution of the Association and will be signed by the Secretary and one other person appointed by the Executive Committee.

## **14. INDEMNITY/INIHUATIA**

14.1 No member of the Executive or the Association's employees shall be liable for the acts or defaults of any other member of the Executive or employees or any loss occasioned thereby, unless occasioned by their wilful default or by their wilful acquiescence.

14.2 The Executive and the Association's employees shall be indemnified by the Association 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.

## **15. ALTERATION OF RULES/TE WHAKAREREKĒTANGA TURE**

15.1 Subject to statute, these Rules and the resolutions of General Meetings, the decision of the Executive on the interpretation of these Rules and all matters dealt with by it in accordance with these Rules and on matters not provided for in these Rules shall be final and binding on all members.

15.2 The rules of the Association may only be amended in any way by 20% of full members personally present at any General Meeting, provided that no addition to or alteration of the objectives clause (Section 3), the pecuniary profit clause (Section 10), the activities limited to New Zealand clause (section 17), or the winding up clause (Section 18) will be approved without the prior consent of the Department of Inland Revenue.

## **16. MEDIATION & ARBITRATION/TAKAWAENGA**

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

16.2 The mediation shall be terminated by -

16.2.1 The signing of a settlement agreement by the parties; or

16.2.2 Notice to the parties by the mediator, after consultation with the parties, to the effect that further efforts at mediation are no longer justified; or

16.2.3 Notice by one or more of the parties to the mediation to the effect that further efforts at mediation are no longer justified; or

16.2.4 The expiry of sixty (60) working days from the mediator's appointment, unless the parties expressly consent to an extension of this period.

16.3 If the mediation should be terminated as provided in 16.2.2, 16.2.3, 16.2.4 any dispute or difference arising out of or in connection with this constitution, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in New Zealand in accordance with New Zealand law and the current Arbitration Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc. The arbitration shall be by one arbitrator to be agreed upon by the parties and if they should fail to agree within twenty -one (21) days, then to be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Inc.

## **17. ACTIVITIES LIMITED TO NEW ZEALAND/NGA MAHI KI AOTEAROA ANAKE**

The activities of the Society will be limited to Aotearoa/New Zealand.

## **18. DISPOSITION OF SURPLUS ASSETS/TE TUKU TOENGA RAWA**

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

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