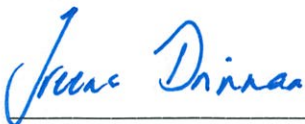


**THE RULES**  
of the  
**Real Estate Institute**  
of New Zealand Incorporated



Member REINZ Inc



Member REINZ Inc



Member REINZ Inc

Date:

30 November 2022

## CONTENTS PAGE

1.	Name .....	3
2.	Objectives .....	3
3.	Membership .....	3
4.	REINZ Affiliated Individuals .....	8
5.	Regions .....	8
6.	Districts .....	8
7.	Sector Groups .....	8
8.	Board of Directors .....	9
9.	Chairperson.....	11
10.	Chief Executive Officer (CEO).....	12
11.	Board Meetings .....	12
12.	Members' General Meetings.....	13
13.	Ballots .....	15
14.	Financial Matters and Audit.....	15
15.	Codes of Ethics and of Practice.....	15
16.	Discipline of Members .....	16
17.	Alterations to the Rules .....	16
18.	Signing of Documents - Common Seal.....	17
19.	Indemnity of Officers.....	17
20.	Liquidation or Dissolution.....	17
21.	Interpretation .....	18
	SCHEDULE 1 .....	19

## THE RULES OF THE REAL ESTATE INSTITUTE OF NEW ZEALAND INC

### 1. Name

- 1.1. The name of the society is Real Estate Institute of New Zealand Incorporated, hereinafter referred to as REINZ.

### 2. Objectives

- 2.1 The purpose of REINZ is to assist and represent those whose core or principal business is facilitating the sale and purchase, leasing or renting of properties and/or businesses through real estate agencies and/or property management agencies.
- 2.2 In advancing the purpose set out in Rule 2.1 REINZ shall:
- (a) promote and facilitate the quality, expertise and integrity of REINZ Members in relation to the principles and practice of real estate;
  - (b) support, protect, represent and promote the general interests of REINZ Members in their real estate activities;
  - (c) consider, and represent REINZ Members on all matters affecting the interests of REINZ Members particularly the effects of legislation, regulations, rules of government, government agencies including Crown entities, and local authorities;
  - (d) enhance the public awareness and reputation of REINZ Members and the New Zealand real estate profession;
  - (e) undertake such commercial activities of benefit, interest and advantage for REINZ and its Members; and
  - (f) manage and invest all the monies, property and assets of REINZ in a manner that is of benefit, interest and advantage for REINZ and its Members.

### 3. Membership

- 3.1. There are nine categories of Membership of REINZ:

- (a) Agency Member
- (b) Property Management Agency Member
- (c) Associate Member
- (d) Fellow Member
- (e) Life Member
- (f) Salesperson Member (limited to voting rights at the relevant AGM per rule 3.5(c) below)
- (g) Retired Member
- (h) Honorary Retired Member
- (i) Honorary Member.

- 3.2. **The following criteria apply to applications for all categories of Membership:**

- (a) An Applicant for Membership:
  - (i) shall complete and sign any application form provided by REINZ and supply such information as may be required by REINZ, and



- (ii) must expressly consent in writing to become a Member of REINZ (the consent of a company or partnership to become a Member may be given on its behalf by two (2) directors or partners, or if it is a company with only one (1) director, by that director).
- (b) Membership shall be granted if the Applicant:
  - (i) meets the REINZ membership criteria set out in these Rules and any additional criteria that may be published by REINZ from time to time; and
  - (ii) is fit and proper to hold REINZ membership in the category of membership sought, having regard to the Applicant's (and any of its director's or employee's):
    - a. disciplinary history with the Real Estate Authority;
    - b. any other matters the Board considers relevant to an assessment of fitness and propriety; and
  - (iii) demonstrates that the Applicant has reached a level of attainment, experience and competence in the Real Estate industry which warrants acceptance of the Applicant as a member in the category of Membership sought.
- (c) Where any application is declined under Rule 3.2(b), the applicant shall be entitled to seek a review of the application by the Board which shall then have a discretion whether or not to admit the Applicant. When exercising its discretion, the Board shall consider the criteria set out in Rule 3.2(b). The Board shall advise the Applicant of its decision and the Board shall not be required to give any reason for its decision to grant or refuse any application for Membership.
- (d) A successful Applicant shall immediately pay the annual subscription or such proportion of it as may be specified by the Board and Membership shall become effective from that date.
- (e) Until admitted to Membership by the Board, no-one is entitled to claim the benefits of REINZ Membership.
- (f) The Chief Executive Officer ("CEO") shall keep an up-to-date Membership Register of Members (included in all the categories of Membership set out in Rule 3.1) recording their names, postal and email addresses, phone numbers, occupations, the dates each Member became a Member, and whether or not the Member is financial under Rule 3.8.
- (g) Every Member (included in all the categories of Membership set out in Rule 3.1) shall advise the CEO of any change of name, postal and email address, phone number, or occupation. If any Member fails to do so or provides incorrect information, that Member shall have no ground of complaint if as a result the Member fails to receive any notice from REINZ.

**3.3.** The following are the criteria for these categories of Membership:

(a) **Agency Member**

Any company or other business entity engaged in business as a real estate agency may apply to become an Agency Member if:

- (i) the company or other entity is licensed as an agent under the Real Estate Agents Act 2008 ('the Act'); and
- (ii) the agency holds current professional indemnity insurance cover to the minimum standard prescribed by the relevant REINZ code.

(b) **Property Management Agency Member**

Any company or other business entity engaged in business as a property management agency may apply to become a Property Management Agency Member if the agency:

- (i) holds client monies on trust in accordance with the relevant REINZ code;
- (ii) the trust account containing client funds has an annual independent review or

audit by a qualified professional of the operation and balance of the trust account in accordance with the relevant REINZ code; and

- (iii) holds current professional indemnity insurance cover to the minimum standard prescribed by the relevant REINZ code.

(c) **Associate Member**

A person may apply to become an Associate Member if that person:

- (i) has or is entitled to hold an agent's licence under the Act;
- (ii) has been registered/named in an Agency Member's office for the past four years as at the date of application and has demonstrated proven active support for REINZ. Non-consecutive periods of four years or more may be considered at the Board's discretion; and
- (iii) is currently registered/named in an Agency Member's office. To continue using the Member Designation as stipulated in Rule 3.4, the person must remain a REINZ Member.

(d) **Fellow Member**

A person may become a Fellow of REINZ on the approval of a two-thirds majority of the Board if that person:

- (i) is a current Associate Member;
- (ii) has been an Associate Member for the preceding ten years; and
- (iii) has been nominated for Fellow Membership by either;
  - a. a Regional Director; or
  - b. a Fellow Member or an Associate Member, such nomination having been endorsed by a Regional Director.

(e) **Life Member**

A person may become a Life Member of REINZ if that person:

- (i) has been nominated by either:
  - a. a Regional Director; or
  - b. a Fellow Member or an Associate Member, such nomination having been endorsed by a Regional Director;
- (ii) has been nominated with supporting evidence showing that person to have provided outstanding and meritorious service to REINZ and/or the real estate industry, and has conducted themselves to a high professional standard which in the Board's opinion entitles that person to the distinction;
- (iii) has the unanimous approval of the Board, taking into account the overall special nature of this category of Membership; and
- (iv) has approval by a two-thirds majority of those present and voting by ballot at an Annual General Meeting ('AGM'), in accordance with Rule 13.2.

(f) **Salesperson Member**

- (i) Every salesperson or property manager named under an Agency Member may apply to be a Member to be entitled to vote in accordance with Rule 3.5(c).

(g) **Retired Member**

A person may apply to become a Retired Member:

- (i) upon reaching the age of 60 years, with 25 years or more Membership of



- REINZ, or on reaching the age of 65 years;
- (ii) if that person has retired from the real estate industry; and
- (iii) is approved as a Retired Member by a two-thirds majority vote of the Board.

(h) **Honorary Retired Member**

A person may apply to become an Honorary Retired Member:

- (i) if the Board is satisfied that he or she has provided outstanding service to REINZ or the real estate industry;
- (ii) if he or she is an Associate Member, or Fellow of REINZ; and
- (iii) otherwise fulfils the requirements of a Retired Member.

(i) **Honorary Member - International Organisations**

An international real estate Member association or institute may become an Honorary Member. For example: The Real Estate Institute of Australia; the Real Estate Institutes of the States and Territories of Australia; the National Association of Realtors (USA); the Washington State Association of Realtors.

### 3.4. Member Designations

(a) Members may use the following abbreviated designated letters following their own name or company name in connection with their real estate activities:

- (i) Agency Member: 'MREINZ'
- (ii) Property Management Agency Member: 'MREINZ'
- (iii) Associate: 'AREINZ'
- (iv) Fellow: 'FREINZ'
- (v) Life Member: 'Life Member' after any other designation
- (vi) Retired Member: 'Retired Member' after any other designation
- (vii) Honorary Retired Member: 'Honorary Retired' after any other designation.

(b) Members are not permitted to use the abbreviated designated letters in 3.4 above unless they have applied for and been granted the relevant category of Membership in Rule 3.1.

### 3.5. Member Voting Rights

(a) The categories of Members entitled to attend and vote at Annual General Meetings ("AGM's"), any Special General Meetings ("SGM's") that may be called, and vote in any ballot are:

- (i) Agency Member: two votes. In the case of an Agency Member company one named officer of the company has the Agency's two votes.
- (ii) Property Management Agency Member: two votes. In the case of a Property Management Member company one named officer of the company has the Agency's two votes.
- (iii) Associate Member: one vote.
- (iv) Fellow Member: one vote.
- (v) Life Member: one vote.

(b) To assist the voting process, Members attending an AGM will be required to register their attendance at the AGM. The process for registration shall be advised in the notice of AGM.

- (c) A salesperson or property manager named under an Agency Member is entitled to one vote at an AGM if:
  - (i) they are present at the AGM; and
  - (ii) have registered to vote at the AGM.

For the avoidance of doubt, a salesperson or a property manager named under an Agency Member is not entitled to vote in any ballots as described in Rule 13, except for ballots conducted at an AGM for the purposes of electing Life Members, and is not entitled to vote at any SGMs.

- (d) All other categories of Members may attend Members' meetings, and may address those meetings, but may not vote.
- (e) Membership category entitlements to REINZ services and products will be determined by the Board from time to time, and outlined on the applicable registration form.

### **3.6. Application for Membership - Registration**

- (a) An applicant must apply to the Chief Executive Officer ("CEO") or REINZ designated officer to become a Member:
  - (i) on an applicable application form; and
  - (ii) on payment of the applicable Membership fees.
- (b) REINZ shall maintain a register of current Members by category, by region, district and sector group, and will issue a Membership number to current Members.
- (c) It is the responsibility of the Member, in whichever category, to notify REINZ concerning a change of circumstances.

### **3.7. Resignation, Suspension and Termination**

- (a) Any Member may submit their resignation from REINZ with one month's written notice.
- (b) REINZ may refuse to accept a resignation if:
  - (i) the Member owes money to REINZ, including unpaid or disputed subscriptions or any other monies due or disputed; or
  - (ii) the Member is subject of uncompleted disciplinary procedures under Rule 16.
- (c) Membership will be suspended if the Member fails to pay the annual Membership fee in accordance with published REINZ Membership terms and conditions. Such suspension will become effective at the date of a notice in writing given by REINZ for that purpose. In the event of late payment, REINZ may reactivate that person as a Member on such terms as it thinks fit.
- (d) Membership will terminate if the Member fails to pay the annual Membership fee in accordance with published REINZ Membership terms and conditions. Such termination will become effective at the date of a notice in writing given by REINZ for that purpose. In the event of late payment, REINZ may reinstate that person as a Member on such terms as it thinks fit.
- (e) On termination of Membership:
  - (i) the Member's name will state 'non-Member' on the register;
  - (ii) the Member's access to any REINZ services and products will be terminated;



- (iii) the Member must cease to use the designated letters; and
- (iv) the Member must return any certificate of Membership.

### **3.8. Fees**

- (a) REINZ require the payment of fees by Members in amounts, and at times, resolved by the Board.
- (b) The amounts may be different for the different categories of Membership.
- (c) The amounts may include different levels for REINZ services and products.

## **4. REINZ Affiliated Individuals**

**4.1.** A person who is a property manager may apply to become a REINZ affiliated individual property manager where the property management agency that employs the person as a property manager:

- (a) holds client monies on trust in accordance with the relevant REINZ Code of Practice;
- (b) the trust account containing client funds has an annual independent review or audit by a qualified professional of the operation and balance of the trust account in accordance with the relevant REINZ Code of Practice; and
- (c) holds current professional indemnity insurance cover to the minimum standard prescribed by the relevant REINZ Code of Practice.

**4.2.** A licensed salesperson may apply to become a REINZ affiliated individual salesperson, which application will be granted in REINZ's discretion.

**4.3.** For the avoidance of doubt a REINZ affiliated individual in Rule 4.1 or 4.2:

- (a) does not need to be employed by, or an independent contractor for, a Member;
- (b) cannot call themselves a 'Member' and is not entitled to vote at General Meetings or by ballot;
- (c) must uphold professional standards and comply with the relevant Code of Practice (to the extent applicable); and
- (d) may have their REINZ affiliated status removed if they bring themselves, their profession, or REINZ into disrepute.

## **5. Regions**

**5.1.** REINZ is a national body, undertaking its functions nationally, regionally, and in districts. There are five separate regions:

- (a) Region 1: Northland, Auckland, Coromandel.
- (b) Region 2: Waikato / Bay of Plenty / Gisborne.
- (c) Region 3: Hawkes Bay, Manawatu/Wanganui, Taranaki, Wellington.
- (d) Region 4: Nelson/ Marlborough, Canterbury/ Westland.
- (e) Region 5: Otago, Southland, Central Otago Lakes.

**5.2.** Every Member of REINZ is also a Member of the relevant region where the agency Member's principal business address is located.

**5.3.** The purpose of the regions is for the Members of the region to elect a regional representative for the Board.

## **6. Districts**



- 6.1. REINZ shall have the districts as defined in schedule 1.
- 6.2. Every Member of REINZ is also a Member of the relevant district where the Member's principal business address is located.
- 6.3. The purpose of the districts are to meet as Members:
  - (a) to be consulted on local interests within the district;
  - (b) to be consulted on appropriate REINZ services and products;
  - (c) to be informed on all REINZ matters; and
  - (d) to be informed as part of the advisory service of REINZ.

## **7. Sector Groups**

- 7.1. REINZ may set up sector groups for the following industry sectors:
  - (a) Residential Sales
  - (b) Residential Property Management
  - (c) Rural
  - (d) Business Broking
  - (e) Commercial and Industrial
  - (f) Auction
  - (g) Any other sector approved by the Board.
- 7.2. The purpose of the sector group is to meet as a focus group to advance and be consulted on the special interests of the sector group, including on appropriate REINZ services and products for the sector.
- 7.3. Sector groups will comprise a maximum of 8 representatives.
- 7.4. Sector group representatives shall be appointed by the Board.
- 7.5. Each sector group representative shall serve a 2 year term and be eligible for re-election for a maximum of 3 consecutive terms.
- 7.6. Each sector group shall appoint one of its representatives to serve as sector group chairperson for a 12 month term.

## **8. Board of Directors**

### **8.1. Composition of the Board**

The governing body of REINZ is a Board of Directors, having nine individual directors comprising:

- (a) Five elected Member Regional Directors, being one from each region
  - (b) Four appointed directors to be appointed by the appointment panel:
    - (i) At least one appointed director, is to be a Member of REINZ from Region 1; and
    - (ii) At least two appointed directors are to be independent of the industry.
- 8.2. The Board shall not less than three months before each Annual General Meeting appoint an

appointment panel consisting of:

- (a) a Chartered Member of the Institute of Directors;
- (b) a Lawyer holding a current practicing certificate under the Lawyers and Conveyancers Act 2006;
- (c) a Member of the Board appointed by the Board for this purpose; and
- (d) two other REINZ Members to be appointed by the Board.

### **8.3. Duties and powers of the Board**

The Board will:

- (a) generally govern the affairs of REINZ and act in the best interests of REINZ and its Members following generally accepted governance principles;
- (b) provide responsible governance of REINZ assets;
- (c) approve REINZ strategic goals and objectives, codes, policies, business plans, budgets, and fees in accordance with REINZ objectives and purposes;
- (d) approve or reject any Membership application presented to the Board; and
- (e) exercise all powers and functions necessary and incidental to the responsible governance of REINZ and its assets, either directly or through any of its subsidiaries, including, but not limited to:
  - (i) the power to borrow money for the purposes of purchasing real property, provided however that such borrowing may be secured only over the real property to which the borrowing relates, and may not exceed 30% of the purchase price being paid for that property; and
  - (ii) the power to give security over the assets of REINZ, including and in addition to real property assets, to secure working capital facilities and leases in the ordinary course of the activities of REINZ consistently with its objects, but the total sum secured shall not exceed \$500,000.

### **8.4. Election of Regional Directors**

- (a) The procedure to be followed for the election of the five Regional Directors is the procedure set out in the REINZ Regional Director's Election Process:
- (b) To be eligible as a candidate for election as a regional director the individual must:
  - (i) be entitled to vote as described in Rule 13;
  - (ii) be resident in the region for which they are nominated; and
  - (iii) have their nomination papers signed by two Members who are resident in that region, and who are entitled to vote as described in Rule 13.
- (c) If for any reason an elected Director vacates office before the expiry of his or her next term, then (unless the vacancy occurs within 90 days of the next AGM at which an election for that directorship would otherwise have occurred) a by- election shall be conducted and the Director so elected will hold office for the balance of the term of the vacant directorship.
- (d) For the purpose of determining the term of office which a Director so elected is eligible to serve, under Rule 8.6(b), the period from the completed by election until the next AGM at which the director is eligible for re-election will be disregarded.
- (e) Where the number of candidates nominated:
  - (i) is the same as the number of vacancies, then the candidates shall be deemed to be elected; or



- (ii) exceeds the number of vacancies, then an election shall be held.

#### **8.5. Appointment of Directors**

- (a) The Appointment Panel shall commence the process for selecting Appointed Directors not less than six weeks before each Annual General Meeting and advise the CEO of the names of those being appointed not less than one week before each Annual General Meeting.
- (b) When considering the appointment of the Appointed Directors pursuant to Rule 8.1, the appointment panel established under Rule 8.2 shall take into account the skills, knowledge and experience of each potential Appointed Director and the likely contribution that person may be able to make to the accomplishment of the objectives and purposes of REINZ.
- (c) If for any reason an Appointed Director vacates office before the expiry of his or her term the Board will appoint an interim replacement Appointed Director who shall hold office for the balance of the term of the Director whose position became vacant.

#### **8.6. Directors - Term of Office**

- (a) This Rule and Rule 8.7 apply to all Directors whether elected under Rule 8.1(a) or appointed under Rule 8.1(b).
- (b) For the purpose of this provision, the commencement of the term of office held by any Director appointed or elected other than at an AGM, shall commence at the AGM next following the election or appointment.
- (c) Subject to a Director ceasing to hold office for one or more of the reasons described here, every director will hold office for a two year period, from the date of the meeting at which his or her election or appointment is announced, until the end of the AGM two years later.
- (d) A Director is eligible for election (and re-election) or appointment (and re-appointment) for the maximum of four consecutive terms.
- (e) A Director will cease to hold office in any circumstances where that person:
  - (i) was elected as a Regional Director and he or she ceases to be a Member of REINZ for whatever reason;
  - (ii) is absent from two consecutive Board meetings without the Board's consent;
  - (iii) is certified as a mentally disordered person, or equivalent concept, under the relevant mental health legislation current at the time;
  - (iv) is adjudicated bankrupt;
  - (v) resigns from his or her directorship;
  - (vi) is removed from the Board by a resolution at an AGM or SGM and confirmed by ballot;
  - (vii) is convicted of a crime of dishonesty or any other crime which, in the opinion of a majority of the Board, tends to bring REINZ into disrepute and which reflects adversely on his or her fitness to continue as a director; or
  - (viii) being the Director personally, or any licensee company of which he or she is a director, who is the subject of an order made by the Disciplinary Tribunal under s.110 of the Act which, in the opinion of the majority of the Board, reflects adversely on that person's fitness to continue as a Director of REINZ.

#### **8.7. Remuneration of Directors**

- (a) Directors' annual allowance is determined by the Board, following a report by the CEO

or REINZ designated officer using credible New Zealand directors' fees market survey. Thereafter the allowance is raised by the annual CPI percentage as at the date of the AGM unless otherwise determined by a simple majority of Members voting at the AGM.

- (b) Directors may be paid all travelling, accommodation and other expenses incurred by them when attending to REINZ business including Board meetings and an AGM or an SGM.

## **9. Chairperson**

**9.1.** Prior to the AGM at which their election as Directors (or their continuation in office as Directors) is declared, the Directors of the Board shall elect one of the appointed independent Directors to be the Chairperson.

**9.2.** The Chairperson shall hold office for one year.

**9.3.** In the event of a vacancy during the term of office of the Chairperson, the Directors of the Board shall elect another appointed independent Director to fill the vacancy. Any person so elected shall hold office until the next AGM.

**9.4.** Nominations for chairperson must be:

- (a) submitted in writing in a prescribed form and signed by two Directors; and
- (b) delivered to the CEO or REINZ designated officer not later than 5.00 p.m. on the second day after the results of elections and appointments of Directors have been reported to the CEO or REINZ designated officer.

## **10. Chief Executive Officer (CEO)**

**10.1.** A CEO of REINZ will be appointed by the Board. That person will accept such executive responsibilities and accountabilities which are consistent with the Rules of REINZ and in accordance with a position description approved by the Board.

**10.2.** The salary and the terms of employment of the CEO will be determined by negotiation between that person and the Board, and shall include the following terms, that the person:

- (a) be solely accountable to the Board with autonomy for the management of all elements of the business and its performance as measured against approved business plans and budgets; and
- (b) diligently undertakes the duties and responsibilities outlined in the position description; and
- (c) has signing authority for REINZ monies in accordance with the authorities delegated to him/her by the Board.

## **11. Board Meetings**

**11.1.** The Board will meet at least five times annually, usually at the national office, although it may meet elsewhere at the Directors' discretion.

**11.2.** Board meetings may be convened by multi-party telephone conference, video conferencing, or similar, provided that the Chairperson or other person chairing the meeting is satisfied that the quality of the discussion at the meeting, and any decision-making, is not compromised or adversely affected.

**11.3.** Board meetings are to be chaired by the Chairperson, or in his or her absence, the meeting will be chaired by a Director delegated for that purpose by the Chairperson.



- 11.4. Meetings are to be convened with no less than fourteen days' written notice to the Directors, specifying the time and place of the meeting (or, if it is to be convened by electronic means) and provide necessary information for the meeting agenda. Meetings may be called under urgency, at short notice, where it is justified in the interests of REINZ.
- 11.5. The quorum is five Directors, one of whom must be an appointed independent Director.
- 11.6. The Board may determine its own meeting procedures.

## **12. Members' General Meetings**

### **Annual General Meetings**

- 12.1. The Annual General Meeting (which only Members are entitled to attend) shall be held no later than 31 December in each year on a date, at a time and at venue/s fixed by the Board.
- 12.2. The agenda and business of the Annual General Meeting shall include:
- (a) Confirmation of unconfirmed Minutes of previous General Meeting(s),
  - (b) Annual Report of the Chairperson on the affairs of REINZ for the most recent financial year,
  - (c) Financial statements of REINZ for the most recent financial year,
  - (d) Notice of the disclosures, or types of disclosures, made by Directors of interest in matters being considered by or affecting REINZ during the most recent financial year (including a brief summary of the matters, or types of matters, to which those disclosures relate), recorded in the Register of Disclosures since the previous Annual General Meeting,
  - (e) Notification of Board elections and appointments in accordance with Rules 8.4 and 8.5,
  - (f) Motions of which prior notice has been given,
  - (g) Notify any changes to the Codes of Practice or the Rules,
  - (h) General business.
- 12.3. Any Member wishing to give notice of any motion for consideration at the Annual General Meeting shall forward written notice of the same to the CEO at least 21 clear days before the date of the Meeting. The Board may consider all such notices of motion and may notify Members of its recommendations in respect of such notices of motion at any time before the Annual General Meeting in accordance with Rule 12.7 or at the Annual General Meeting.

### **Special General Meetings**

- 12.4. Special General Meetings (which only members are entitled to attend) shall be called by:
- (a) The Board, or
  - (b) Within 30 clear days of written notice to the CEO signed by not less than 100 REINZ Members and such notice must specify the business to be considered by the Special General Meeting.
- 12.5. A Special General Meeting shall consider and deal only with the business:
- (a) If Rule 12.4(a) applies, as specified in the Board's resolution, or
  - (b) If Rule 12.4(b) applies, as specified in the written notice calling the Meeting plus any additional business specified by the Board.

### **Calling and Notice of General Meetings**

- 12.6. At least 14 clear days before any General Meeting the CEO shall, in accordance with Rule 12.7 give written notice:
- (a) Notifying all Members of the venue/s, date, time and business to be conducted at the General Meeting, and
  - (b) In the case of Annual General Meetings sending all members copies of the Annual Report, financial statements of the most recent financial year, and notice of any motions and the



Board's recommendations in respect of any notices of motion.

**12.7.** Notices to Members may be given by post or email, and:

- (a) If sent by email shall be deemed to have been received the day it was sent,
- (b) If sent by post, shall be deemed to have been received the third day after being sent, and
- (c) The failure for any reason of any Member to receive such notice or information or any other irregularity, error or omission in notices, agendas and papers for the General Meeting or omission to give notices within a timeframe or omission to give notice to all persons entitled to receive notice, and any other error in the organisation of the General Meeting shall not invalidate any General Meeting or its proceedings if:
  - (i) The chairperson of the General Meeting (see Rule 12.13), in his or her discretion, determines that it is still appropriate for the General Meeting to proceed despite the irregularity, error or omission, or
  - (ii) The General Meeting by resolution passed pursuant to Rule 12.14 decides to proceed with the Meeting.

### **Procedure at General Meetings**

**12.8.** General Meetings may be held at one or more venues using any real-time audio, audio and visual, or electronic communication technology that gives each Member attending in person or by proxy a reasonable opportunity to participate.

**12.9.** General Meetings may be attended by all members in person or by proxy.

**12.10.** If the quorum required under Rule 12.12 is not present within half an hour after a General Meeting's appointed start time:

- (a) If the General Meeting was called on a requisition of Members under Rule 12.4(b) it shall be dissolved, and
- (b) If the General Meeting was called by the Board it shall stand adjourned for seven days to the same time and venue/s, and if at such adjourned meeting the required quorum under Rule 12.12 is not present those present in person or by proxy (as provided for in Rule 12.9 or if a company or partnership by a representative appointed pursuant to Rule 3.5(a)(i) or (ii)) shall be deemed to constitute a sufficient quorum.

**12.11.** A member shall have the following rights at a General Meeting:

- (a) An individual Member shall be entitled to attend, speak and vote in person or by a signed original written proxy (an email or copy not being acceptable) in favour of some individual entitled to be present at the meeting and received by or handed to the CEO before the commencement of the General Meeting, and
- (b) The person authorised under Rule 3.5(a)(i) or (ii) by a company or partnership member shall be entitled to attend, speak and vote on behalf of that company or partnership member, and no other proxy voting shall be permitted.

**12.12.** The quorum for General Meetings is seven Directors of whom one must be an appointed independent Director in attendance in person when the meeting is called to order and also present throughout the meeting. Any decisions made when a quorum is not present are invalid.

**12.13.** Every General Meeting shall be chaired by:

- (a) The Board Chairperson, or
- (b) In the Board Chairperson's absence, by some other independent Director, and any such chairperson shall have the following powers and discretions:
  - (c) To decide the order of business,
  - (d) To exercise a deliberative and a casting vote,
  - (e) To direct that any person not entitled to be present at the Meeting, or obstructing the business of the Meeting, or behaving in a disorderly manner, or being abusive, or failing to abide by the directions of the chairperson be removed from the Meeting, and
  - (f) In the absence of a quorum or in the case of emergency, to adjourn the Meeting or declare it closed.

**12.14.** REINZ by resolution of a General Meeting may adopt a guide to or rules of meeting



procedure for General Meetings and Board meetings, and in the absence of such a resolution all General Meetings and Board meetings shall be conducted in accordance with standard New Zealand meeting procedure.

#### **Voting at General Meetings and by Remote Ballot**

- 12.15.** A Member is entitled to vote at a General Meeting in person or by proxy, and voting at a General Meeting shall be by voices or by show of hands.
- 12.16.** When voting at a General Meeting or by remote ballot, each member shall be entitled to exercise the number of votes the Member is entitled to exercise under Rule 3.5(a).
- 12.17.** Unless otherwise required by these Rules, all motions shall be decided by a simple majority of those in attendance in person or by proxy (as provided for in Rule 12.9) and voting at a General Meeting.
- 12.18.** A resolution passed by the required majority at any General Meeting or by remote ballot binds all members, irrespective of whether or not they were present or represented at any General Meeting when the resolution was adopted and whether or not they voted.

#### **13. Ballots**

- 13.1.** A ballot shall be conducted for elections of Regional Directors, Life Members, any alterations to these Rules and for other purposes as the Board may decide, and where a General Meeting resolves that an issue should be the subject of a ballot.
- 13.2.** A ballot conducted for the purpose of electing Life Members shall be conducted at an AGM, following the process notified to Members at the time nominations for Life Membership are announced.
- 13.3.** For all other ballots, the following will apply:
  - (a) The ballot will be conducted as a secret ballot and by post or electronic means.
  - (b) The Board will appoint two scrutineers, who are not voting Members.
  - (c) The CEO or REINZ designated officer must give notice to Members of the intention to hold a vote. If it is an election of Regional Director(s) the notice must be sent with a nomination form. If it is an alteration to the Rules, or for any other purpose, the notice must be sent with the proposal.
  - (d) The ballot must be open for at least seven days and no more than fourteen days.
  - (e) Ballot documents will be distributed to Members who are entitled to vote, at his or her current relevant contact address on REINZ records.
  - (f) Voting instructions will be sent with each ballot.
  - (g) Ballot documents must be returned to the CEO or REINZ designated officer by 5.00 p.m. on the specified day.
  - (h) The scrutineers will count the votes cast and will report to the CEO or REINZ designated officer stating:
    - (i) The number of votes received;
    - (ii) The number of votes rejected;
    - (iii) The grounds for rejection; for example: manifestly irregular; illegible; it is imperfectly completed that the intention of the voter cannot be determined;
    - (iv) The number of votes cast affirming and opposing; and
    - (v) If there is an equality of votes, the scrutineers will undertake a re-count, have

independent auditors conduct a recount and, if the deadlock remains, the Chairperson shall have the casting vote, under the supervision of the independent auditors.

- (i) The scrutineers will report to the CEO or REINZ designated officer by 5.00 p.m. by at least the fifth day after the closing of the ballot.
- (j) All voting documents shall be secured by the scrutineers and retained by them for one month, after which they will be destroyed.
- (k) The scrutineers' report will be conclusive as to the result of the ballot.

#### **14. Financial Matters and Audit**

- 14.1. The financial year of REINZ shall be from 1 July to 30 June.
- 14.2. All monies received by REINZ shall be paid into REINZ bank account(s).
- 14.3. All signing authority rests with the CEO, who is accountable to the Board.
- 14.4. The use of REINZ funds must be consistent with the Rules, including the objectives and purposes of REINZ.
- 14.5. An independent and appropriately qualified auditor will be appointed as REINZ' auditor annually by the Board.
- 14.6. The auditor will examine the books and accounts of REINZ for each complete financial year and will report to the Members within five months of the close of the financial year.

#### **15. Codes of Ethics and of Practice**

- 15.1. The Codes of Practice are to be determined by the Board following consultation of the Members and will be notified in writing to all Members.
- 15.2. All the Codes of Practice are to be reviewed annually by the Board.
- 15.3. Once the Codes are notified they are binding on the Members of REINZ.

#### **16. Discipline of Members**

- 16.1. The Board is entitled to expel any Member, or suspend any Member for such period as it thinks fit, in any of the following circumstances:
  - (a) Where, in the opinion of the Board, the Member (or any of that Member's directors, employees, contractors, affiliates or associates) no longer meets the criteria for REINZ membership in Rule 3.2(b);
  - (b) Where the Member (or any of that Member's directors, employees, contractors, affiliates or associates) has been the subject of any final disciplinary determination for misconduct by the Real Estate Agents Disciplinary Tribunal and, in the opinion of the Board:
    - (i) The disciplinary determination has brought REINZ into disrepute; or
    - (ii) The Member is not a fit and proper person to continue to be a REINZ Member;
  - (c) The Member's (or any of that Member's directors, employees, contractors, affiliates or associates) persistent failure or refusal to comply with REINZ Rules, Code of Ethics and of Practice;
  - (d) The Member's (or any of that Member's directors, employees, contractors, affiliates or associates) default of more than one month in the payment of any sums payable to



REINZ; or

- (e) The Member (including any of that Member's directors, employees, contractors, affiliates or associates) has otherwise conducted itself, himself or herself, whether in relation to its, his or her real estate activities or otherwise, in a manner that may in the Board's sole discretion bring REINZ into disrepute or show that the Member is not a fit and proper person to continue their membership.

- 16.2. In any case where there is a reasonable possibility that a Member will be expelled or suspended other than for non-payment of Membership fees, the Board must give notice to that Member, explaining the possibility of expulsion or suspension and the reasons for it, and giving an opportunity for that person to respond within a reasonable time. Any response given by the Member must be considered by the Board before a final decision is made and the Board may, at its discretion, invite the Member to appear before it to give his or her response in person.
- 16.3. Subject to these procedures being followed, the decision of the Board is final and must be notified to the Member in writing.

## **17. Alterations to the Rules**

- 17.1. These Rules may be amended, new Rules may be added or Rules may be rescinded in accordance with Rules 12 and 13.
- 17.2. Notice of any intended amendment of, addition to, or rescission of rules must be made in writing, received by the CEO or designated officer no later than six weeks prior to a general meeting.
- 17.3. Any resolution amending, adding or rescinding these rules shall be decided in a ballot.

## **18. Signing of Documents - Common Seal**

- 18.1. The common seal of REINZ will remain under the control of the CEO.
- 18.2. Every document to be signed by REINZ may be signed with or without the seal.

## **19. Indemnity of Officers**

- 19.1. Every Director and officer of REINZ, including any person acting under the delegated authority of the Board or the CEO, is indemnified by REINZ in respect of all liabilities, losses and expenses incurred in the course of that person's duties on legitimate REINZ business. The indemnity does not apply to any liability incurred as a result of proven dishonesty or serious misconduct by the person concerned.
- 19.2. The Board is authorised to enter into a policy of Directors' and officers' insurance and personal liability insurance for the purpose of this indemnity.

## **20. Liquidation or Dissolution**

- 20.1. REINZ may be put into liquidation by a resolution passed by a three-fourths majority of the Members who vote in a ballot. A general meeting shall first be called pursuant to section 24 of the Incorporated Societies Act 1908 to determine a ballot shall be held.
- 20.2. In the event that REINZ is put into liquidation, or is dissolved by the Registrar of Incorporated Societies, the liquidator or person appointed by the Registrar shall hold the net proceeds from the sale of REINZ' assets (after paying all debts including the costs of the

liquidation) upon trust for payment as determined by the Members voting either:

- (a) by paying the proceeds to one or more organisations having similar objects to REINZ;  
or
- (b) by paying the proceeds to one or more registered New Zealand charities.

## **21. Interpretation**

**21.1.** In any case where there is doubt about the interpretation of these Rules, they must be interpreted in such a way as to best achieve the objectives and purposes of REINZ.



## SCHEDULE 1

### Districts

New Zealand shall be divided into the following districts:

**Auckland:** The North Auckland Land District excepting that portion comprised in the Northland district as hereinafter described, together with all that part of the South Auckland Land District lying north of a line drawn due east to west to each coast 1.5 kilometres north of the Mercer Bridge.

**Coromandel:** The Thames/ Coromandel area including Coromandel, Thames, Tairua, Pauanui, Whangamata and Whitianga

**Northland:** The whole of the counties of Manganui, Hokianga, Whangaroa, Bay of Islands, Hobson, Whangarei and Otamatea.

**Waikato/Bay of Plenty/Gisborne:** The South Auckland Land District excluding that portion of the Auckland District as described above lying north of a line drawn due east to west to each coast 1.5 kilometres north of the Mercer Post Office; also the Gisborne Land District.

**Hawkes Bay:** The Hawkes Bay Land District.

**Manawatu/Wanganui:** All the area bounded in the south by the Ohau River from its mouth to the Tararua Ranges, and in the east by the Tararua Ranges to the Manawatu River Gorge including the counties and/or boroughs of Pahiatua and Woodville. Thence along the boundaries between Wellington and Hawkes Bay Land Districts, the Wellington and South Auckland Land Districts and the Wellington and Taranaki Land Districts to the mouth of the Pate River and thence by the sea coast to the mouth of the Ohau River.

**Taranaki:** The Taranaki Land District.

**Wellington:** The Wellington Land District excepting such parts as are included in the Manawatu/ Wanganui districts.

**Nelson:** The Marlborough Land District and the Nelson Land District, excepting such parts as are included in the Canterbury/Westland district.

**Canterbury/Westland:** The Canterbury Land District, the Westland Land District and that part of the Nelson Land District which lies south of a line drawn from the mouth of the Heaphy River to join the boundary between the Tasman and Buller Districts at its nearest point to Mt Domett and then following the boundary between those districts and then that between the Buller and Tasman Districts until it reaches a point east of Inangahua Junction, and then following the Brunner Range and Victoria Range to meet the southern boundary of the Buller District at the point where it meets the boundary between the Grey District and the Tasman District, then following the boundary of the Tasman District until it reaches the boundary of the Marlborough Land District.

**Otago:** That portion of the Otago Land District from its boundary with the Canterbury Land District in the north to the Waipahi River in the south, excluding Queenstown, Frankton, Arrowtown and surrounding district.

**Central Otago Lakes:** The townships and their surrounding districts of Kingston, Frankton, Queenstown, Arrowtown, Wanaka, Hawea, Cromwell, Clyde, Alexandra and Roxburgh.

**Southland:** The Southland Land District from the Waipahi River south.