

**Constitution of the**  
**AUCKLAND INTER-FAITH COUNCIL**

**1. Title**

This constitution shall be cited as the Constitution of the “Auckland Inter-Faith Council”. The abbreviation of the Council name shall be “AIFC”.

**2. Statement of Purpose**

The Auckland Inter-Faith Council is a voluntary non-profit association of persons who collectively represent the diversity of religious traditions and faiths that exist within our wider society. The Council shall exist to foster mutual appreciation and good relations between these traditions and faiths; to co-ordinate action, and/or to act, on behalf of any or all of these in respect of religious issues and relationships to society at large; to act in an advisory and consultative capacity to the community at large.

**3. Structure**

- (a) The Council shall comprise persons who both represent the faith tradition to which they belong and are sympathetic to the religious traditions of others.
- (b) The Council shall determine the profile and parameters of its membership from time to time.
- (c) The Council shall annually elect up to eleven persons who shall comprise an Executive.

**4. Objects**

The objects for which the Trust is established are specified below and shall be restricted at all times to operation within New Zealand.

- (a) To provide a forum for its members to consult and discuss matters of inter-faith concern;
- (b) To promote acceptance and respect for each other’s faith among religious leaders and representatives of the faith communities, especially those who serve on the Council;
- (c) To promote good collegial and co-operative relations (i) among the members of the Council and (ii) among the diverse faith communities;
- (d) To promote the elimination of religious discrimination and racism;
- (e) To promote a more just, informed and tolerant society;
- (f) To act in a liaising and consultative capacity in respect to the media, local bodies, and other community groups and organisations;

- (g) To conduct and perform all such acts and deeds as are incidental or conducive to the attainments of the Statement of Purpose, and allied to the objects, of the Council.
- (h) To promote the appreciation and understanding of the distinctive beliefs and practices, and sympathetic awareness of the unique heritage, of the various faith communities that exist within our society.
- (i) To promote the universal themes, values, ethics, and norms common to all faiths.

## **5. Limitation**

In carrying out or performing the objects and in all aspects of the administration of the council the following limitation of actions, speech, and conduct generally shall apply:

- (a) *Avoidance of polemics.* Arguments and/or debates over controversial differences between and among faith communities and traditions represented on the Council shall not be translated into the business of the Council.
- (b) *Avoidance of proselytism.* Attempts to use Council involvement to convert members of one faith to another are inconsistent with the objects of the Council.
- (c) *Political neutrality.* The Council shall be non-aligned politically.
- (d) *Public Relations.* Only the President and/or other persons authorised by the Executive shall be empowered to make public statements on behalf of the Council.

## **6. Membership & Affiliation**

- (a) The Auckland Inter-Faith Council shall, by determination at its Annual General Meeting, or at a Special Meeting, determine membership policy in terms of the balance of representation of religions, and criteria for eligibility of membership on the Council.
- (b) The Council shall provide for recognised religious communities to register interest in, and endorsement of, the Council by making application for affiliation. Affiliation requires the nominating of 1 or 2 person(s) to become representative members of AIFC, in accordance with the membership policy as reviewed and determined from time to time. Such application for affiliation will be received and approved by the Council at its meetings or, in between, by the Executive.
- (c) In accordance with the provisions of 6(a) and (b), a person over the age of eighteen years is eligible for membership by virtue of being nominated, or in some appropriate form authorised and appointed by his or her own faith community, to represent their faith community. In addition individuals of good standing in their respective faiths, who do not officially represent their community, but have an interest in the AIFC purposes, may apply for

membership. Members will be expected to abide by the provision of the constitution of the Council.

- (d) The Executive, on behalf of the Council, shall take all necessary steps to ensure a proper balance of representation of religious communities and traditions pursuant to the membership policy.
- (e) There shall be a membership affiliation fee that shall be set annually.

## **7. Cessation of membership**

Any member of the Council shall cease to be a member –

- (a) upon resignation by notice in writing to the Executive;
- (b) if the Executive by a majority of two thirds of members present at a meeting duly convened for the purpose, resolves that the person's membership be discontinued;
- (c) if notification is received from the relevant faith community that a member has ceased to represent that community.

## **8. Amendments to this Constitution**

No amendments, additions or alterations to the Constitution shall be valid unless:

- (a) Proposals for such additions or alterations are duly submitted at the Annual General Meeting or a Special Meeting with the authority and the consent of the Executive, and
- (b) Such proposal(s) is agreed to by way of consensus or, failing that, by a 2/3<sup>rd</sup> majority vote of the members present at that meeting, and
- (c) The amendments, additions or alterations will become effective after registration with the Registrar of Incorporated Societies,

**PROVIDED ALWAYS** that such changes do not affect the exclusively charitable nature of the Trust.

## **9. Annual General Meeting.**

The Annual General Meeting of the Council shall be held not later than the end of August each year. At least twenty one (21) days notice shall be given to all the members stating the time, venue and business for consideration. The business to be transacted at the meeting shall include:

Annual Reports from the President and the Treasurer  
Remits or Proposals for consideration (if any)  
Election of the Executive  
General Business

## **10 Special Council Meeting**

The Secretary shall, within fourteen days of a request for a Special Meeting of the Council, by either the Executive or by one third of the total members of the Council, call such Special Council Meeting. Members shall receive at least

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seven days notification and the meeting is to be held within fourteen days of such notification. The petition and notice of the meeting shall specify the business it is desired to transact.

**11. Quorum and Meetings**

- (a) The quorum for the Annual General Meeting and Special Council Meeting shall be one half of the total members, plus the Chair.
- (b) The quorum for the Executive meetings shall be two thirds of its members.
- (c) The Council shall ordinarily meet not less than two times each year, inclusive of the Annual Meeting but exclusive of Special Meetings. Notification and agendas of all such meetings shall be given to all members at least seven days prior to the date of the meeting.
- (d) The Executive shall meet not less than four times each year.

**12. Conduct of Meetings**

It shall be the objective of the Executive and Council that all decisions shall be decided by consensus. However, if consensus is not obtainable a simple voting majority shall determine a decision. In the event of a tie the chairperson has a casting vote.

**13. Executive**

- (a) The administration of the affairs of the Council shall be vested in an Executive Committee (referred to as the 'Executive') consisting of the President, Vice President, Secretary and Treasurer, together with up to 7 other elected members from the Council as a whole.
- (b) The purpose of the Executive will be to promote and facilitate the working of the Council and the discharge of any determinations of the Council.
- (c) At each Annual General Meeting all members of the Executive shall retire but shall be eligible for re-election.
- (d) (i) Nominations for the positions on the Executive shall be made to the Annual General Meeting of the Council. (ii) Nominations shall be received from, and seconded by, any current members of the Council. (iii) Nominations shall be countersigned by the Nominee. (iv) Nominations shall be in the hands of the Secretary at least two weeks prior to the commencement of the meeting. (v) In the event of the number of nominations exceeding the number of vacancies, election shall be by ballot. (vi) A presiding officer shall be appointed to conduct the election. (vii) Vacancies occurring on the Executive from time to time may be filled by determination of the remainder of the Executive.
- (e) At the first executive meeting following the Annual General Meeting, the executive shall include in its business the election, from among their number, of a president, a vice-president, a secretary, and a treasurer.

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**14. Finance**

A current account shall be kept with such bank as may be decided upon by the Executive, into which the funds of the Council shall be paid, and upon which cheques shall be drawn for the payments of accounts on the authority of the Executive. All cheques will be signed by the Treasurer, plus one of two Executive members appointed for that purpose. As and when required, monies may be disbursed as directed by the Executive. The budget, and the method of raising funds, shall be formulated by the Executive and approved by the Council at its Annual General Meeting or a Special Meeting.

**14.1** All funds and assets of the Trust shall be applied within New Zealand towards furthering the exclusively charitable objects, aims and purposes.

**14.2** No private pecuniary profit shall be made by any person involved in this Trust, except that:

- (a) any Trustee, Officer or Member may receive full reimbursement for all expenses properly incurred in connection with the affairs of the Trust;
- (b) the Trust may pay reasonable and proper remuneration to any Trustee, Officer or Servant of the Trust in return for services actually rendered to the Trust;
- (c) any Trustee, Officer or Member may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that person or by any firm or entity of which that person is a member, employee or associate in connection with the affairs of the Trust;
- (d) any Trustee, Officer or Member may retain any remuneration properly payable to them by any company or undertaking with which the Trustee, Officer or Member has acted in any capacity whatever, notwithstanding that that Trustee, Officer or Member's connection with that company or undertaking is in any way attributable to their connection with the Trust.

**14.3** The Trustees/Committee, in determining all reimbursements, remuneration and charges payable in the terms of the foregoing clause or of any of the kinds referred to in section CC1, subpart CD and sections CE 1, CE 3, CF 1, CG 1 and CH 3 of the Income Tax Act 1994, shall ensure that the restrictions imposed by the following clause are strictly observed:

- (a) **PROVIDED ALWAYS** and not withstanding anything contained or implied in this Deed, any person who is:

(I) a Settlor, Trustee or Member of the Trust

(II) a shareholder or director of any company carrying on any business of the Trust; or

(III) a settlor or trustee of any trust which is a shareholder of any company carrying on any business of the Trust; or

(IV) an associated person (as defined by the Income Tax Act 1994) of any such settlor, trustee, shareholder or director;

shall not, by virtue of that capacity be able to determine or materially influence in any way (whether directly or indirectly) whatsoever the –

(A) determination of the nature;

(B) the amount of any benefit or advantage or income;

(C) the circumstances in which it is or is to be or is able to be afforded to, or received, gained, achieved, or derived;

as a result of their employment by or involvement with the Trust and such persons shall not participate in any deliberations and proceedings by which such income, benefit or advantage is being determined.

(b) **AND** notwithstanding anything expressed or implied in this Deed, no commercial transaction, including the relinquishing of assets, will be entered into unless, having regard to the terms and conditions of the loan or agreement

(I) payment by way of interest or rent shall not exceed current commercial rates;

(II) receipts by way of interest or rent shall not be at less than current commercial rates; and

(III) sale of Trust property will always be at current market value.

(c) **AND** any member who is in any way interested or concerned directly in any property or undertaking in which the Trust is or may be concerned or involved, shall disclose the nature and extent of their interest to the Trustees/Committee, and shall take no part whatever in any deliberations of

the Trustees/Committee concerning any matter in which that person is or may be interested other than as a member of the Trust.

- 14.4** Professional account and influence: A person who in the course of and as part of the carrying on of his or her business of a professional public practice shall not, by reason only of his or her rendering professional services to the Trust or to any company by which any business of the Trust is carried on, be in breach of the terms of this clause.

**15. Membership Register**

The Secretary shall keep a register of all members of the Council, together with the date of joining, the address and contact details of each member, and the religious representation of each member.

**16. Office**

The registered office of the Council shall be the residence or office of the Secretary, or such other place as determined by the Executive.

**17. Winding Up**

If upon winding up or dissolution of the Council, whether voluntary or by the Registrar of Incorporated Societies or otherwise, there remains after satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid or distributed among members of the Council but shall be given or transferred to another charitable organisation within New Zealand having objectives substantially similar to those defined in Rule 2, such gift to be determined by the Council at or before the time of dissolution and in default thereof by the High Court of New Zealand.

**18. Enactment of Constitution**

The foregoing Constitution was confirmed at the Inaugural Meeting of the Council on 11 June 2003 and will become effective after registration with the Registrar of Incorporated Societies.

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