

KOTARE VILLAGE INCORPORATED

CONSTITUTION

Last amended: 31 July 2026

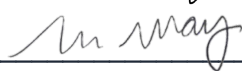
(Revised for compliance with Incorporated Societies Act 2022)

Signed by the KVI Committee:

Date: 31 July 2026

Chair: 

Secretary: 

Treasurer: 

1 Definitions and Interpretation

Act means the Incorporated Societies Act 2022.

Annual Financial Statement means the annual financial statement of the Association required to be registered with the Registrar of Incorporated Societies pursuant to the Act.

Annual General Meeting means the Annual General Meeting of the Association described in Rule 16.6.

Annual Levy means the annual levy payable by each Member in accordance with Rule 14.1.

Association means Kotare Village Incorporated.

Bank means a registered bank as defined under the Reserve Bank of New Zealand Act 1989.

Committee means the Committee of the Association as described in Rule 13.

Committee Member means a Member of the Committee as described in Rule 13.

Common Land means the land not subject to a lease at that time.

Common Facilities means those amenities within the Common Areas that are provided for the benefit of the persons lawfully entitled to use the Land.

Covenants means the covenants contained in the Leases granted over the Land.

Land means all the land contained in Lot 2 DP 7871 and Lot 1 DP 8823 Gisborne Registry situated at Kotare Road, Wairoa.

Levy means an Annual Levy or a Special Levy.

Meeting means a Meeting of the Association as described in Rule 15.

Member means a Residential Lessee Member or a Non-Lessee Member.

Lessee means a Lessee or Lessee's from time to time of a site in the Land.

Lease means a Lessee's Lease with respect to their site in the Village.

Officer means a committee member, and includes the chairperson, secretary, and treasurer as defined in Rule 13.6.

Relevant Authority means any government, local territorial authority, statutory or non-statutory authority or body having jurisdiction over the Land or the Village or any part thereof.

Register has the meaning given in Rule 6.

Registrar means the Registrar of Incorporated Societies pursuant to the Act.

Residential lessee member means each Lessee in accordance with Rule 8.1.

Non-lessee member means each member in accordance with Rule 9.

Rules means these rules of the Association as amended from time to time.

Secretary means the Secretary of the Committee as described in Rule 16.6.2.

Site or sites means the exclusive use areas as defined by the Leases granted by Kotare Community Land Trust in respect of the Land.

Special Levy means a Special Levy payable by each Member in accordance with Rule 14.4.

Treasurer means the Treasurer of the Committee as described in Rule 16.6.3.

Working Day means a day (other than a Saturday or a Sunday or Public Holiday) on which Banks are customarily open for general banking business in Gisborne.

In these Rules:

- a. The plural includes the singular, and vice versa, and words importing any gender include the other genders;
- b. References to statute includes amendments to that statute, and a statute passed in substitution for that statute, and regulations promulgated under that statute;
- c. References to sections, clauses and schedules are to those contained in these Rules;

- d. Headings are inserted for convenience only and shall be ignored in construing these Rules;
- e. References to any document shall include references to such document as amended from time to time, and to any document entered into in replacement of substitution of the other; and
- f. References to any party shall include such party's successors and assignees.

2 Name and Registered Office

- 2.1 The name of the Association is "Kotare Village Incorporated".
- 2.2 The registered office of the Association is 96 Kotare Road, RD5, Wairoa.
- 2.3 The Association must promptly notify the Registrar of any change to its registered office address, in accordance with the Act.

3 Objects

The objects of the Association are:

- a. To own, establish, maintain, care for and to renovate and replace where determined necessary any road, landscaping, plantings or walkways situated now or established at any time in the future on Kotare Village Common Land or any other areas under the control of the Association.
- b. To establish, maintain, care for and to renovate and replace where determined necessary all Common Facilities; and
- c. To determine the permitted uses of the Common Land by the Members, and to record such uses as by-laws; and
- d. To grant such Leases or Licences to those Lessee's on such terms as the Association deem appropriate; and
- e. To provide for the enforcement and regulation of any Rules, bylaws and Covenants benefiting Members or any member; and
- f. To have as its Members all Lessee's and to ensure that all Lessee's remain paid Members; and
- g. To levy Members for the purposes of providing funds for and meeting the costs and expenses of the Association; and
- h. To enter into management and/or maintenance contracts (as the case may be) to achieve the above objects; and
- i. To do all things incidental to achieve the above.

4. Financial Gain

- 4.1 The Association is not carried on for the financial gain of its Members.
- 4.2 No Member or person associated with a Member shall participate in or materially influence any decision made by the Association in respect of the payment to or on behalf of that Member or associated person of any income, benefit, or advantage.
- 4.3 Any such income, benefit, or advantage must be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value).

5 Powers of the Association

5.1 Powers

Subject to the express terms of these Rules, and to the Act, the Association shall have all the powers of a natural person.

5.2 Limitations

The Association may only use Money and Other Assets if:

- a. It is for a purpose of the Association;
- b. It is not for the sole personal or individual benefit of any Member; and
- c. That use has been approved by either the Committee, an authorised agent of the committee, or by majority vote of the Association.

6 Register

The Association shall keep a Register recording:

- 6.1 The name, occupation, telephone number, e-mail address and postal address of each Member.
- 6.2 The date upon which each Member became a member of the Association.
- 6.3 The full legal name, date of birth, and contact details of each Officer.
- 6.4 The Register must be kept in New Zealand and made available for inspection by Members on request, the Secretary shall ensure the Register is kept up to date at all times.

7 Members

- 7.1 All Members shall be natural persons, and aged 18 years or over.
- 7.2 All Members are also deemed to be Members of Kotare Community Land Trust.
- 7.3 A member may resign from the Association by giving written notice to the Secretary. Resignation takes effect on the date specified in the notice, or if no date is specified, on receipt of the notice.
- 7.4 A member may be removed from membership by resolution of the Association at a general meeting if the member has materially breached these Rules, subject to the dispute resolution procedure in Rule 17.
- 7.5 A person becomes a Member only if they consent to membership in the form required by the Committee.

8 Residential Lessee Members

- 8.1 Only a Lessee of a residential site may be a Residential Lessee Member. If there is more than one Lessee with respect to any Site, such Lessees shall each be a Residential Lessee Member.
- 8.2 Ownership of a non-residential lease shall not be a qualification for membership.
- 8.3 Ownership of multiple sites does not qualify an individual for multiple memberships.

8.4 Subsequent Lessees

On the settlement of the sale of any residential Site in Kotare Village the new Lessee shall be deemed to be a Residential Lessee Member from the date thereof and shall be admitted as a Residential Lessee Member. Each Residential Lessee will on becoming a Member provide the Association with such details as are necessary for maintenance of the Register.

8.5 Effect of Resignation

A Residential Lessee Member may resign, and shall be deemed to resign, without any act required on the Residential Lessee Member's part, immediately upon the Residential Lessee Member ceasing to be a Lessee. Notwithstanding the resignation of a Residential Lessee Member the Member shall remain liable to the Association for any outstanding liabilities to the Association. No Residential Lessee Member shall be entitled to any refund of Levies from the Association on resigning as a Member.

8.6 Membership not Assignable

No Membership, or any part thereof held by a Residential Lessee Member may be assigned, provided that:

- a. On the death of a Lessee Member, the executor, administrator or trustee of the estate of that Lessee Member; and
- b. In relation to a bankrupt individual Lessee Member, the assignee in bankruptcy of that Lessee Member, shall be entitled to exercise all Membership rights and privileges and shall be liable to fulfil all obligations of such Lessee Member.

9 Non-Lessee Members

9.1 Applicants for membership as Non-lessee Members shall complete any application form provided by the Committee and supply such information as may be required by the Committee.

9.2 Membership applications shall be considered by the Association Members who may interview the Non-Lessee Member if they wish.

9.3 The Association shall have absolute discretion whether or not to admit a membership applicant at any Members meeting of the Association, and shall advise the applicant of its decision as soon as practicable.

9.4 Membership as a Non-Lessee member is personal to that member and shall not be capable of assignment under any circumstances.

9.5 Non-Lessee applicants shall have resided in Kotare Village for a minimum cumulative period of 1 year.

9.6 Any Non-Lessee Member may resign by giving written notice to the Secretary.

9.7 A non-lessee member shall be deemed to resign at such time as they are no longer resident in Kotare Village.

10 Duties of Members

10.1 Each Member shall comply with the Rules of the Association and the rules as established from time to time by the Association.

10.2 Each Member shall pay the Annual Levy, and any Special Levies, set by the Association from time to time.

10.3 Should any Members be in arrears of paying any sum of money owed to the Association, they will be liable for any interest payments or debt recovery expenses are set out in the current policies of the Association.

10.4 Default In the event of any Member failing to pay any levy within 30 days of the date of the date of written demand, without making any arrangement for payment, or failure to keep to the terms of such arrangement, the Committee may pursue any processes of debt collection as the Committee deems fit and proper (including the rights of the Association provided for in the Covenants) and the cost of the debt plus the costs of debt collection shall be borne by the defaulting Member.

11 Governance

11.1 The Organisation shall be governed according to the principles of good faith, transparency, and member participation.

11.2 The Association may adopt internal governance policies, including any operational decision-making framework, by resolution of the Committee. Such policies do not form part of these Rules and may be amended by the Committee without a general meeting, provided they are not inconsistent with these Rules or the Act.

12 Decision Making

12.1 Decisions may be made by either face to face meetings or by other communication such as email.

12.2 The Committee shall have authority to make operational decisions between general meetings. All material decisions of the Committee shall be recorded in minutes and made available to Members on request.

13 The Committee

13.1 Authority

The Committee, as the governing body of the Association, shall manage and direct the business of the Organisation with full power to engage in any lawful act unless otherwise limited by these Rules.

13.2 Responsibilities

The committee is responsible for ensuring that the Organisation, as a non-profit organisation, is acting in accordance with the public trust and any laws that govern non-profit corporations. Other responsibilities include, but are not limited to:

- a. Setting and overseeing the execution of a strategic plan,
- b. Ensuring fiscal responsibility,
- c. Maintaining long-term viability,
- d. Generating new ideas and directions, and
- e. Maintaining connections with external persons, organisations, agencies, and any other bodies.

13.3 Membership of Committee

13.3.1 There shall not be less than 3 and not more than 5 committee members.

13.3.2 All elected Committee members must be Members of the Association.

13.3.3 At each Annual General Meeting, all existing committee members will retire. Three members of the Committee shall be elected at each Annual General Meeting by a majority vote of members.

13.3.4 The Committee may co-opt additional members either for the remainder of its term or for a fixed period of time. Co-opted members must be Members of the Association.

13.3.5 In electing the committee, each member will have one vote for each nominated position.

13.3.6 If the position of any Officer becomes vacant between Annual General Meetings, the Committee may, (by majority vote, and irrespective of whether they constitute a quorum), appoint another Committee Member to fill that vacancy until the next Annual General Meeting.

13.3.7 Officer eligibility. A person is not eligible to be an Officer if they:

- (a) are under 16 years of age;
- (b) are an undischarged bankrupt;
- (c) have been convicted of a crime involving dishonesty within the past 7 years;
- (d) are prohibited by the Act or any court order from being an officer of an incorporated society.

13.4 Retirement

A Committee Member shall hold this position until the earliest of:

- a. The election of Committee Members at the next Annual General Meeting (when a Committee Member shall be eligible for re-election);
- b. The date that a Committee Member gives written notice of resignation to the Association;
- c. The date of removal from such position in accordance with Rule 16.5;

- d. The date of cessation of Membership; or
- e. The death of the Committee Member.

13.5 Removal

A Committee Member may be removed before the expiration of his or her term of office by resolution of a Special General Meeting of Members, which resolution may also appoint a replacement Committee Member.

13.6 Officers

The Committee shall choose from its members a minimum of three executive officers: a chairperson, secretary, and treasurer. The secretary and treasurer may be appointed from outside the committee, and a subcommittee may be appointed to support the roles of Secretary or Treasurer, however those roles must each be held by a named individual.

Officers must act in good faith and in the best interests of the Association, exercise reasonable care and diligence, and not act in a way that creates a substantial risk of serious loss to the Association. These duties are imposed by the Act and cannot be contracted out of.

13.6.1 The chairperson shall:

- a. Oversee committee compliance with the law, this constitution, the principles and methods of the Association's governance framework, and the committee's own decisions.
- b. Execute all instruments requiring a signature on behalf of the Organisation.
- c. Serve as or designate a public spokesperson for the Organisation.
- d. Perform other duties necessary to the office or as required by the committee.
- e. Perform the duties of other executive officers if they are unable or unwilling to complete them as stated in these Rules or at the direction of the committee.

13.6.2 The secretary shall:

- a. Give, or cause to be given, any notices required by law or by these Rules.
- b. Assume responsibility for corporate and board circle records.
- c. Maintain custody of the seal of the organisation, if any, and validate documents by affixing the seal as authorized by the board or the president.
- d. Perform such other duties as may be assigned by the committee.
- e. Maintain the Register in accordance with Rule 6 and the Act.

13.6.3 The treasurer shall:

- a. Oversee financial affairs.
- b. Have custody of all funds and securities until otherwise assigned.
- c. Establish or cause to be established appropriate financial records, accounts, and practices to ensure judicious use and care.
- d. Prepare or cause to be prepared budgets, fundraising plans, and financial reports, and to file the annual accounts (financial statements) with the Registrar of Incorporated Societies.
- e. The Treasurer shall ensure the Association keeps appropriate accounting records and prepares annual financial statements

13.7 Committee Meetings

13.7.1 Quorum: The quorum for a Committee Meeting is half of the current Committee Members.

13.7.2 The Committee shall meet at least four times per year. Minutes of all Committee meetings shall be kept and made available to Members on request.

13.7.3 Conflicts of interest. An Officer who has a financial or personal interest in any matter before the Committee must disclose that interest and may not participate in any vote on that matter.

13.8 Committee Contact person

13.8.1 The Committee shall appoint at least one Contact Person and notify the Registrar of their details. The Contact Person need not be an officer.

14 Miscellaneous

14.1 Amendment

If agreed to by not less than 75% of the Members the Association may vary any of the Rules of the Association or make such additional Rules from time to time as it deems necessary for the proper conduct of its affairs except that such varied or additional Rules shall not be inconsistent with the Objects of the Association as set out in Rule 3 and Duties of Members, Rule 10.

14.2 Dissolution

If upon the liquidation of the Association there remains any surplus assets after the satisfaction of all debts and liabilities, those assets shall not be distributed to Members but shall be transferred to one or more not-for-profit organisations within New Zealand having purposes similar to those of the Association.

14.3 Notice

A notice may be given by the Association to any Member either personally, or by sending such notice to the Member through the post or by email address to the Member's postal address or email address entered in the Register. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting (in the case of an address outside New Zealand by airmail post) a letter containing the notice, and to have been effected in the case of an address within New Zealand on the day after the date of its posting, and in the case of an address outside New Zealand on the third day after the date of its posting. A notice sent by email during a Working Day between 9.00 am and 5.00 pm (New Zealand time) shall be deemed to be received upon completion of an error free transmission and in every other case shall be deemed to be received at 9.00 am (New Zealand time) on the next Working Day after it is sent.

14.4 Several Lessees

Where there is more than one Lessee with respect to any Site:

Notice may be given by the Association to each of such Lessees by giving notice to the Lessee first named in the Register; and

Each Lessee shall have joint and several liabilities with respect to all obligations of such Lessees as a Lessee Member to the Association.

14.5 Indemnity

The Association shall indemnify each Committee Member for any liability incurred in respect of the affairs of the Association, other than a liability arising out of the wilful breach of the Rules by the Committee Member.

14.6 No Liability

No Committee Member shall be responsible for any loss that may result from the acts or omissions of such person as a Committee Member, except in the case of wilful breach of the Rules by the Committee Member.

14.7 Arbitration

In the event of any dispute arising within the Association or the Committee which is unable to be resolved by the Association or the Committee within sixty (60) days of the dispute, any Member may have the matter settled by arbitration before a sole arbitrator appointed by the President or Vice President of the New Zealand Law Society or any replacement body for the time being. Such arbitration shall be borne equally between the parties to the dispute and paid within 30 days of invoice. Any charges, awards, costs of arbitration not paid by due date shall bear interest at the Default Interest Rate calculated with daily rests from the due date to the date of payment.

15 Members Levy

15.1 Annual Levy

The Annual Levy for each class of Member shall be approved at an Annual General Meeting.

15.2 New Sites

Where new Sites are sold in the Village, and the Lessees of those Sites become Members of the Association, as soon as practicable after the date the Lessees of new Sites become Members, the Association shall advise those Members of the Association's estimate of the Annual Levy for the balance of the year, until the next Annual General Meeting.

15.3 Notice of Annual Levy

As soon as reasonably practicable after the Annual General Meeting, the Committee shall give written notice to each Member of the Annual Levy for the current year, and the due date for payment of the Annual Levy.

15.4 Special Levies

In the event the Annual Levy is inadequate for the costs and liabilities of the Association in any calendar year the Committee may levy such additional amount equally upon all Members by written demand which shall be payable within 30 days provided the special levy shall not exceed \$100.00 unless confirmed at an Annual General Meeting or Special General Meeting of the Association.

15.5 Surplus Funds

The disposition of any surplus funds from any calendar year shall be decided by membership vote at the Annual General Meeting.

15.6 Entrance Fee

The Committee may from time to time fix a levy payable for new membership of the society upon the initial Leasing of a site or an assignment of the Lease of a site.

16 Meetings

16.1 Other than meetings of the Committee there are three other types of meetings of the Association. The Annual General Meeting, a Special General Meeting, and a Village Meeting.

16.2 The purposes of Village Meetings are communication and discussion about any of the Association's affairs, but not to pass binding resolutions.

16.3 All meetings of the Committee, the Annual General Meeting or a Special General Meeting, Village Meeting or any other meeting may be held by any combination of personal attendance and/or digital media.

16.4 Decisions may also be made by written or email communication.

16.5 Notice

The Secretary shall, at least fourteen days before the date fixed for holding an Annual General or Special General Meeting, cause to be sent to each Member entitled to receive notice at the Member's address appearing in the Register, a notice of the place, date and time of the Meeting and the nature of the business to be transacted at the Meeting. Any irregularity in a notice of Meeting is waived if a majority of Members entitled to attend and vote at the Meeting attend the Meeting, or otherwise agree to the waiver.

16.6 Annual General Meeting

16.6.1 The Annual General Meeting shall in addition to any other meetings be held at least once every calendar year and not more than 15 months after the holding of the last preceding Annual General Meeting on such day as the Committee determines. A Member entitled to vote at the Annual General Meeting may give notice to the Secretary of any business that the Member requires to be considered at the next Annual General Meeting, and the Secretary shall include such business in the notice for the next Annual General Meeting, provided that if a Member gives such notice within 10 Working Days of the next annual Meeting, such business may be deferred for consideration to the following Annual General Meeting.

16.6.2 Business: The business of each Annual General Meeting shall be:

- a. To confirm the minutes of the last Annual General Meeting.
- b. To establish and approve the annual budget for undertaking the Association's duties for the following year.
- c. To receive and approve the Annual Financial Statement and decide whether it should be audited.
- d. The election of Members of the Committee pursuant to Rule 13.3, and
- e. Any other business set out in the notice of the Meeting.

16.7 Convening a Meeting or Special General Meetings

A Special General Meeting may be called by the resolution of the committee or by written request to the Secretary signed by not less than a third of the Members, which request must specify all of the matters to be determined at the Special General Meeting.

16.8 Meeting Rights

Each Member shall be entitled to receive notice of, attend, be heard and vote at a Meeting, provided that:

16.8.1 No Member may vote at any Meeting if at such time the Member is in default under these Rules without an agreed payment arrangement or in breach of their Lease.

16.8A Dual-Class Voting Conflicts

16.8A.1 Purpose

The purpose of this Rule is to protect the integrity and autonomy of the Association as the KVI Class within Kotare Community Land Trust, while continuing to welcome all eligible Members of the Association.

This Rule is not intended to exclude any eligible Member from membership, attendance, participation, or being heard.

16.8A.2 Dual-Class Conflict

A Dual-Class Conflict exists where a Member has a role, duty, interest, relationship, financial interest, voting right, governance influence, or strategic influence connected with Koanga Institute or the KI Class, and the matter before the Association may materially affect the interests of both the KI Class and the KVI Class.

16.8A.3 Ordinary employment or association

A Member is not to be treated as having a Dual-Class Conflict merely because they are employed by, volunteer for, support, or are generally associated with Koanga Institute, provided that the Member has no material role in governance, strategy, policy, finance, site sales, land use, lease matters, negotiations, or decision-making relevant to the matter before the Association.

16.8A.4 Cross-Class Matters

A Cross-Class Matter includes any matter that may materially affect the rights, obligations, finances, land use, lease interests, assets, representation, governance position, or strategic interests of the KI Class and the KVI Class as separate Classes within Kotare Community Land Trust.

This may include matters relating to KCLT trustee nominations, KI-held leases or site transfers, shared land or facilities, cost allocation, rent review positions, debt or historic cost recovery, disputes or negotiations between KI, KVI and KCLT, or public representation of Kotare Village.

16.8A.5 Declaration

Before discussion or voting on a Cross-Class Matter, any Member who has, or may reasonably be perceived to have, a Dual-Class Conflict must declare the nature of that conflict.

The declaration must be recorded in the minutes.

16.8A.6 Participation

A Member with a declared Dual-Class Conflict may remain present and may be heard on the matter, unless the Meeting determines that their participation in discussion would materially prejudice fair decision-making.

16.8A.7 Voting restriction

A Member with a Dual-Class Conflict must not vote on a Cross-Class Matter unless the Meeting determines, by majority vote of the Members entitled to vote on that procedural question, that the conflict is not material.

16.8A.8 Ordinary matters unaffected

A Member with a connection to Koanga Institute, or the KI Class may participate and vote fully on ordinary Association matters that are not Cross-Class Matters.

16.8A.9 Good faith application

This Rule must be applied in good faith, transparently, and only for the purpose of protecting fair decision-making and the autonomy of the Association.

It must not be used to exclude, punish, shame, or silence any Member merely because of that Member's identity, beliefs, employment, family relationship, or general association with Koanga Institute.

16.9 Chairperson

The Chairperson of the Committee shall preside as chairperson at each Meeting of the Association. If the Chairperson is absent from a Meeting, the Members present and entitled to vote shall elect one of their numbers to preside as chairperson at the Meeting.

16.10 Quorum

No business shall be transacted at the Meeting unless a quorum of Members is present. The quorum shall be not less than half of the total number of Members for the time being entitled to vote.

16.11 Adjournment

If within half an hour after the appointed time for the commencement of a Meeting the quorum is not present the Meeting if convened upon the requisition of the Members shall be dissolved, but in any other case shall stand adjourned to the day, time and place determined by the Chairperson of the Meeting. No notice need be given with respect to the adjournment of a Meeting. No business may be considered at any adjournment other than business which might have been considered at the Meeting.

16.12 Voting

Each Member shall have one vote on any question to be decided at a Meeting, except where that Member is not entitled to vote under Rule 16.8.1, Rule 16.8A, Rule 4.2, or any other provision of these Rules or the Act.

In the event of equality of voting at a General Meeting the Chairperson shall have a casting vote.

16.13 Method of Voting

Voting at all Meetings shall, unless a secret ballot is demanded, be conducted by either of the following methods as determined by the chairperson of the Meeting:

- a. By Members or their proxies or representatives signifying individually their assent or dissent by voice; or
- b. By Members or their proxies or representatives voting by a show of hands.
- c. By secret ballot.
- d. However, if any Member demands a secret ballot before a vote by voices or show of hands has begun, voting must be by secret ballot.

16.14 Proxy

Any vote to be cast at a General Meeting of the Association may be exercised personally or by proxy. A proxy shall be appointed in writing, including by email. If only one of those persons is present at a General Meeting and they have not appointed a proxy as aforesaid, he or she may exercise the vote.

16.15 Carrying of Resolutions

A resolution of Members shall only be carried if a majority of those Members attending the Meeting vote in support of such resolution.

16.16 Written Resolution

A written resolution signed or agreed to by not less than 75% of Members entitled to vote on the resolution shall be as valid as if it had been passed at a General Meeting.

17 Dispute Resolution Procedure

17.1 This rule sets out the internal dispute resolution procedure required by the Incorporated Societies Act 2022. Every Member has the right to use this procedure.

17.2 A dispute under these Rules means any dispute between a Member and the Association, or between Members, that relates to the Association's activities or the rights and obligations of Members under these Rules.

17.3 A Member wishing to raise a dispute must notify the Secretary in writing, setting out the nature of the dispute and the outcome sought.

17.4 On receipt of a notice of dispute, the Secretary shall within 10 Working Days convene a meeting of the parties to attempt to resolve the dispute by negotiation. The parties may agree to use a mediator.

17.5 If the dispute is not resolved within 30 Working Days of the notice (or such further period as the parties agree), either party may refer the matter to the arbitration process in Rule 14.7, or to any other dispute resolution process agreed by the parties.

17.6 Nothing in this rule prevents a Member from seeking urgent relief from a court or the Registrar of Incorporated Societies.

17.7 A Member subject to disciplinary action (including removal from membership or removal from office) must be given: (a) written notice of the proposed action and the reasons for it; (b) a reasonable opportunity to respond before any decision is made.