

# Grange Road Water Association (Hahei) Incorporated

## Constitution and Members' Supply Agreement 2025.

### 1. Introductory rules

#### 1.1 Name

The name of the society is **Grange Road Water Association (Hahei) Incorporated** (in this **Constitution** referred to as the '**Society**').

**Original Incorporation Number:** 1104361, Date of initial Incorporation 20 November 2000

#### 1.2 Charitable status

The **Society** is already registered as a charitable entity under the Charities Act 2005.

**Charity Number:** CC46376, Date of Registration 31 March 2011

#### 1.3 Definitions

In this **Constitution**, unless the context requires otherwise, the following words and phrases have the following meanings:

**'Act'** means the Incorporated Societies Act 2022 or any Act which replaces it (including amendments to it from time to time), and any regulations made under the Act or under any Act which replaces it.

**'Annual General Meeting'** means a meeting of the **Members** of the **Society** held once per year which, among other things, will receive and consider reports on the **Society's** activities and finances.

**'Chairperson'** means the **Officer** responsible for chairing **General Meetings** and committee meetings, and who provides leadership for the **Society**.

**'Committee'** means the **Society's** governing body.

**'Constitution'** means the rules in this document.

**'Deputy Chairperson'** means the **Officer** elected or appointed to deputise in the absence of the **Chairperson**.

**'General Meeting'** means either an **Annual General Meeting** or a **Special General Meeting** of the **Members** of the **Society**.

**‘Interested Member’** means a **Member** who is interested in a matter for any of the reasons set out in section 62 of the **Act**.

**‘Interests Register’** means the register of interests of **Officers**, kept under this **Constitution** and as required by section 73 of the **Act**.

**‘Matter’** means—

1. the **Society’s** performance of its activities or exercise of its powers; or
2. an arrangement, agreement, or contract (a transaction) made or entered into, or proposed to be entered into, by the **Society**.

**‘Member’** means a person who has consented to become a **Member** of the **Society** and has been properly admitted to the **Society** who has not ceased to be a **Member** of the **Society**.

**‘Notice’** to **Members** includes any notice given by email, post, or courier.

**‘Officer’** means a natural person who is:

- a member of the **Committee**, or
- occupying a position in the **Society** that allows them to exercise significant influence over the management or administration of the **Society**, including any Chief Executive or Treasurer.

**‘Register of Members’** means the register of **Members** kept under this **Constitution** as required by section 79 of the **Act**.

**‘Secretary’** means the **Officer** responsible for the matters specifically noted in this **Constitution**.

**‘Special General Meeting’** means a meeting of the **Members**, other than an **Annual General Meeting**, called for a specific purpose or purposes.

**‘Working Days’** mean as defined in the Legislation Act 2019. Examples of days that are not **Working Days** include, but are not limited to, the following — a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign’s birthday, Te Rā Aroki a Matariki/Matariki Observance Day, and Labour Day.

## 1.4 Purpose

The **Society** is established and maintained exclusively for charitable purposes (including any purposes ancillary to those charitable purposes), namely:

To ensure that a supply of drinking water for household purposes shall be available at the properties of all its members.

Any income, benefit, or advantage must be used to advance the charitable purposes of the **Society**.

### 1.5 Act and Regulations

Nothing in this **Constitution** authorises the **Society** to do anything which contravenes or is inconsistent with the **Act**, any regulations made under the **Act**, or any other legislation.

### 1.6 Restrictions on society powers

The Society must not be carried on for the financial gain of any of its members.

### 1.7 Registered office

The registered office of the **Society** shall be at such place in New Zealand as the **Committee** from time to time determines.

Changes to the registered office shall be notified to the Registrar of Incorporated Societies—

- at least 5 working days before the change of address for the registered office is due to take effect, and
- in a form and as required by the **Act**.

### 1.8 Contact person

The **Society** shall have at least 1 but no more than 3 contact person(s) whom the Registrar can contact when needed.

The **Society**'s contact person must be:

- At least 18 years of age, and
- Ordinarily resident in New Zealand.

A contact person can be appointed by the **Committee** or elected by the **Members** at a **General Meeting**.

Each contact person's name must be provided to the Registrar of Incorporated Societies, along with their contact details, including:

- a physical address or an electronic address, and
- telephone number.

Any change in that contact person or that person's name or contact details shall be advised to the Registrar of Incorporated Societies within 20 **Working Days** of that change occurring, or the **Society** becoming aware of the change.

## 2. Members

### 2.1 Minimum number of members

The **Society** shall maintain the minimum number of **Members** required by the **Act**.

### 2.2 Becoming a member: consent

Every applicant for membership must consent in writing to becoming a **member**.

### 2.3 Becoming a member: process

An applicant for membership must complete and sign the supply agreement (see Schedule 1) with **Society** and provide any information or attend an interview as may be reasonably required by the **Committee** regarding an application for membership and will become a **member** on acceptance of that application by the **Committee**.

The **Committee** may accept or decline an application for membership at its sole discretion. The **Committee** must advise the applicant of its decision.

The signed written consent of every **Member** to become a **Society Member** shall be retained in the **Society's** membership records.

### 2.4 Members' obligations and rights

In addition to entering into the Supply Agreement every **Member** shall provide the **Society** in writing with that **Member's** name and contact details (namely, physical or email address and a telephone number) and promptly advise the **Society** in writing of any changes to those details.

- All **Members** shall promote the interests and purposes of the **Society** and shall do nothing to bring the **Society** into disrepute.
- A **Member** is only entitled to exercise the rights of membership (including attending and voting at **General Meetings**, accessing or using the **Society's** premises, facilities, equipment and other property) if all subscriptions and any other fees have been paid to the **Society** by their respective due dates.
- The **Committee** may decide what access or use **Members** may have of or to any premises, facilities, equipment or other property owned, occupied or otherwise

used by the **Society**, including any conditions of and fees for such access, use or involvement.

- No Member or Body Corporate who is engaged in a commercial service shall be eligible for membership of the Association. For the purpose of this obligation, “commercial service” shall mean provision of goods or services principally for commercial gain, including camping grounds, motor camps, licensed backpackers’ accommodation, a depot for the maintenance, repair and storage of vehicles, machinery, equipment and materials and storage and use of hazardous substances.
- However, the Society may, at the discretion of the Committee, accept for Membership any person who wishes to operate a small-scale commercial enterprise such as a bed and breakfast business in a private home, a small-scale cottage industry or an art/craft studio. Long- or short-term rental for residential purposes is also permitted.
- Every Member shall comply with their obligations as set out in the Supply Agreement.
- Membership of the association shall not confer on any member any privileges or any estate, proprietary right, interest or share, in the funds and property of the Society, nor shall any member be personally liable for any of the liabilities of the Society.

## 2.5 Subscriptions and fees

The annual subscription and any other fees for membership for the then current financial year shall be set by resolution of a **General Meeting** (which can also decide that payment be made by periodic instalments).

Any **Member** failing to pay the annual subscription (including any periodic payment), any levy, or any capitation fees, within 3 calendar month(s) of the date the same was due for payment shall be considered as unfinancial and shall (without being released from the obligation of payment) have no membership rights and shall not be entitled to participate in any **Society** activity or to access or use the **Society**’s premises, facilities, equipment and other property until all the arrears are paid. If such arrears are not paid within 6 calendar months of the due date for payment of the subscription, any other fees, or levy the **Committee** may terminate the **Member**’s membership (without being required to give prior notice to that **Member**).

## 2.6 Ceasing to be a member

A **Member** ceases to be a **member**—

- by resignation from that **Member**'s class of membership by written notice signed by that **Member** to the **Committee**, or
- on termination of a **member**'s membership following a dispute resolution process under this **Constitution**, or
- on death (or if a body corporate on liquidation or deregistration, or if a partnership on dissolution of the partnership), or
- by resolution of the **Committee** where—
- The **Member** has failed to pay a subscription, levy or other amount due to the **Society** within 180 **Working Days** of the due date for payment.
- In the opinion of the **Committee** the **Member** has brought the **Society** into disrepute.
- The Committee of the Society may at any time, following a verbal or written warning, discontinue the supply of water to any member who is, in the opinion of the Committee, wasting water and/not honouring their obligations in the Supply Agreement.

With effect from (as applicable)—

- the date of receipt of the **Member**'s notice of resignation by the **Committee** (or any subsequent date stated in the notice of resignation), or
- the date of termination of the **Member**'s membership under this **Constitution**, or
- the date of death of the **Member** (or if a body corporate from the date of its liquidation or deregistration, or if a partnership from the date of its dissolution), or
- the date specified in a resolution of the **Committee** and when a **Member**'s membership has been terminated the **Committee** shall promptly notify the former **Member** in writing.

## 2.7 Obligations once membership has ceased

A **Member** who has ceased to be a **Member** under this **Constitution**—

- remains liable to pay all subscriptions and other fees to the **Society**'s next balance date,

- shall cease to hold himself or herself out as a **Member** of the **Society**, and
- shall return to the **Society** all material provided to **Members** by the **Society** (including any membership certificate, badges, handbooks and manuals).
- shall cease to be entitled to any of the rights of a **Society Member**.

## 2.8 Becoming a member again

Any former **Member** may apply for re-admission in the manner prescribed for new applicants and may be re-admitted only by resolution of the **Committee**.

But, if a former **Member**'s membership was terminated following a disciplinary or dispute resolution process, the applicant may be re-admitted only by a resolution passed at a **General Meeting** on the recommendation of the **Committee**.

## 3. General meetings

### 3.1 Procedures for all general meetings

The **Committee** shall give all **Members** at least 14 **Working Days**' written **Notice** of any **General Meeting** and of the business to be conducted at that **General Meeting**.

That **Notice** will be addressed to the **Member** at the contact address notified to the **Society** and recorded in the **Society's** register of members. The **General Meeting** and its business will not be invalidated simply because one or more **Members** do not receive the **Notice** of the **General Meeting**.

Only financial **Members** may attend, speak and vote at **General Meetings**—

- in person, or
- by a signed original written proxy (a return certified email or electronic copy is acceptable) in favour of some individual entitled to be present at the meeting and received by, or handed to, the **Committee** before the commencement of the **General Meeting**, or
- through the authorised representative of a body corporate as notified to the **Committee**, and
- no other proxy voting shall be permitted.

No **General Meeting** may be held unless **at least 12** eligible financial **Members** attend the meeting, and this will constitute a quorum.

If within half an hour after the time appointed for a meeting a quorum is not present, the meeting – if convened upon request of **Members** – shall be dissolved. In any other case it shall stand adjourned to a day, time and place determined by the **Chairperson** of the **Society**, and if at such adjourned meeting a quorum is not present those **Members** present in person or by proxy shall be deemed to constitute a sufficient quorum.

A **Member** is entitled to exercise one vote on any motion at a **General Meeting** in person or by proxy, and voting at a **General Meeting** shall be by voice or by show of hands or, on demand of the chairperson or of 2 or more **Members** present, by secret ballot.

Unless otherwise required by this **Constitution**, all questions shall be decided by a simple majority of those in attendance in person or by proxy and voting at a **General Meeting** or voting by remote ballot.

Any decisions made when a quorum is not present are not valid.

The **Society** may pass a written resolution in lieu of a **General Meeting**, and a written resolution is as valid for the purposes of the **Act** and this **Constitution** as if it had been passed at a **General Meeting** if it is approved by no less than 75 percent of the eligible financial **Members** voting on the resolution. A written resolution may consist of 1 or more documents in similar form (including letters, electronic mail, or other similar means of communication) each proposed by or on behalf of 1 or more **Members**. A **Member** may give their approval to a written resolution by signing the resolution or giving approval to the resolution in any other manner permitted by the **Constitution** (for example, by electronic means).

- **General Meetings** may be held at one or more venues by **Members** present in person and/or using any real-time audio, audio and visual, or electronic communication that gives each **Member** a reasonable opportunity to participate.
- All **General Meetings** shall be chaired by the **Chairperson**. If the **Chairperson** is absent, the Deputy Chairperson shall chair that meeting.
- Any person chairing a **General Meeting** has a deliberative and, in the event of a tied vote, a casting vote.
- Any person chairing a **General Meeting** may —
- With the consent of a simple majority of **Members** present at any **General Meeting** adjourn the **General Meeting** from time to time and from place to place but no business shall be transacted at any adjourned **General Meeting** other than the business left unfinished at the meeting from which the adjournment took place.

- Direct that any person not entitled to be present at the **General Meeting**, or obstructing the business of the **General Meeting**, or behaving in a disorderly manner, or being abusive, or failing to abide by the directions of the chairperson be removed from the **General Meeting**, and
- In the absence of a quorum or in the case of emergency, adjourn the **General Meeting** or declare it closed.
- The **Committee** may propose motions for the **Society** to vote on (**'Committee Motions'**), which shall be notified to **Members** with the notice of the **General Meeting**.

### 3.2 Minutes

The Society must keep minutes of all **General Meetings**.

### 3.3 Annual General Meetings: when they will be held.

An **Annual General Meeting** shall be held once a year on a date and at a location and/or using any electronic communication determined by the **Committee** and consistent with any requirements in the **Act**, and the **Constitution** relating to the procedure to be followed at **General Meetings** shall apply.

The **Annual General Meeting** must be held no later than the earlier of the following—

- 6 months after the balance date of the **Society**
- 15 months after the previous annual meeting.

### 3.4 Annual General Meetings: business

The business of an **Annual General Meeting** shall be to—

- confirm the minutes of the last **Annual General Meeting** and any **Special General Meeting(s)** held since the last **Annual General Meeting**,
- adopt the annual report on the operations and affairs of the **Society**,
- adopt the **Committee's Performance Report** on the finances of the **Society**, and the annual financial statements,
- if the **Committee's Performance Report** is not compiled by a Chartered Accountant in line with statutory reporting requirements, then appoint a Chartered Accountant to review and report on the Committee's Performance Report to the society.
- set any subscriptions for the current financial year,

- consider any motions of which prior notice has been given to **Members** with notice of the **Meeting**, and
- consider any general business.

The **Committee** must, at each **Annual General Meeting**, present the following information—

- an annual report on the operation and affairs of the **Society** during the most recently completed accounting period,
- the annual financial statements for that period, and
- notice of any disclosures of conflicts of interest made by **Officers** during that period (including a summary of the matters, or types of matters, to which those disclosures relate).

### 3.5 Special General Meetings

**Special General Meetings** may be called at any time by the **Committee** by resolution.

The **Committee** must call a **Special General Meeting** if it receives a written request signed by at least 30 percent of **the Members**.

Any resolution or written request must state the business that the **Special General Meeting** is to deal with.

The rules in this **Constitution** relating to the procedure to be followed at **General Meetings** shall apply to a **Special General Meeting**, and a **Special General Meeting** shall only consider and deal with the business specified in the **Committee's** resolution or the written request by **Members** for the **Meeting**.

## 4. Committee

### 4.1 Committee composition

The **Committee** will consist of at least 4 **Officers** and no more than 10 **Officers**.

A majority of the **Officers** on the **Committee** must be either:

- **Members** of the **Society**, or
- representatives of bodies corporate that are **Members** of the **Society**.

## 4.2 Functions of the committee

From the end of each **Annual General Meeting** until the end of the next, the **Society** shall be managed by, or under the direction or supervision of, the **Committee**, in accordance with the Incorporated Societies Act 2022, any Regulations made under that **Act**, and this **Constitution**.

## 4.3 Powers of the committee

The **Committee** has all the powers necessary for managing — and for directing and supervising the management of — the operation and affairs of the **Society**, subject to such modifications, exceptions, or limitations as are contained in the **Act** or in this **Constitution**.

## 4.4 Sub-committees

The **Committee** may appoint sub-committees consisting of such people (whether or not **Members** of the **Society**) and for such purposes as it thinks fit. Unless otherwise resolved by the **Committee**—

- the quorum of every sub-committee is half the members of the sub-committee but not less than 2,
- no sub-committee shall have power to co-opt additional members,
- a sub-committee must not commit the **Society** to any financial expenditure without express authority from the **Committee**, and
- A sub-committee must not further delegate any of its powers.

## 4.5 General matters: committees

The **Committee** and any sub-committee may act by resolution approved during a conference call using audio and/or audio-visual technology or through a written ballot conducted by email, electronic voting system, or post, and any such resolution shall be recorded in the minutes of the next **Committee** or sub-committee meeting.

Other than as prescribed by the **Act** or this **Constitution**, the **Committee** or any sub-committee may regulate its proceedings as it thinks fit.

# 5. Committee meetings

## 5.1 Procedure

The quorum for **Committee** meetings is at least half the number of members of the **Committee**.

A meeting of the **Committee** may be held either—

1. by a number of the members of the **Committee** who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or
2. by means of audio, or audio and visual, communication by which all members of the **Committee** participating and constituting a quorum can simultaneously hear each other throughout the meeting.

A resolution of the **Committee** is passed at any meeting of the **Committee** if a majority of the votes cast on it are in favour of the resolution. Every **Officer** on the **Committee** shall have one vote.

The members of the **Committee** shall elect one of their number as chairperson of the **Committee**. If at a meeting of the **Committee** the chairperson is not present, the members of the **Committee** present may choose one of their number to be chairperson of the meeting. The chairperson does have a casting vote in the event of a tied vote on any resolution of the **Committee**.

Except as otherwise provided in this **Constitution**, the **Committee** may regulate its own procedure.

## 5.2 Frequency

The **Committee** shall meet as required at such times and places and in such manner (including by audio, audio and visual, or electronic communication) as it may determine and otherwise where and as convened by the **Chairperson** or **Secretary**.

The **Secretary**, or other **Committee** members nominated by the **Committee**, shall give to all **Committee** members not less than 5 **Working Days**' notice of **Committee** meetings, but in cases of urgency a shorter period of notice shall suffice.

## 6. Officers

### 6.1 Qualifications of officers

Every **Officer** must be a natural person who —

- has consented in writing to be an officer of the **Society**,
- certifies that they are not disqualified from being elected or appointed or otherwise holding office as an **Officer** of the **Society**.

**Officers** must not be disqualified under section 47(3) of the **Act** or section 16 of the Charities Act 2005 from being appointed or holding office as an **Officer** of the **Society**, namely —

1. a person who is under 18 years of age
2. a person who is an undischarged bankrupt
3. a person who is prohibited from being a director or promoter of or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Financial Markets Conduct Act 2013, or the Takeovers Act 1993, or any other similar legislation.
4. A person who is disqualified from being a member of the governing body of a charitable entity under section 16(2) of the Charities Act 2005
5. a person who has been convicted of any of the following, and has been sentenced for the offence, within the last 7 years —
  - a) an offence under subpart 6 of Part 4 of the **Act**
  - b) a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961)
  - c) an offence under section 143B of the Tax Administration Act 1994
  - d) an offence, in a country other than New Zealand, that is substantially similar to an offence specified in subparagraphs (i) to (iii)
  - e) a money laundering offence or an offence relating to the financing of terrorism, whether in New Zealand or elsewhere
6. a person subject to:
  - a) a banning order under subpart 7 of Part 4 of the **Act**, or
  - b) an order under section 108 of the Credit Contracts and Consumer Finance Act 2003, or
  - c) a forfeiture order under the Criminal Proceeds (Recovery) Act 2009, or
  - d) a property order made under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act.

7. a person who is subject to an order that is substantially like an order referred to in paragraph (f) under a law of a country, State, or territory outside New Zealand that is a country, State, or territory prescribed by the regulations (if any) of the **Act**.

Prior to election or appointment as an **Officer** a person must —

- consent in writing to be an **Officer**, and
- certify in writing that they are not disqualified from being elected or appointed as an **Officer** either by this **Constitution** or the **Act**.

Note that only a natural person may be an **Officer** and each certificate shall be retained in the **Society's** records.

## 6.2 Officers' duties

At all times each **Officer**:

1. shall act in good faith and in what he or she believes to be the best interests of the **Society**,
2. must exercise all powers for a proper purpose,
3. must not act, or agree to the **Society** acting, in a manner that contravenes the **Act** or this **Constitution**,
4. when exercising powers or performing duties as an **Officer**, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances taking into account, but without limitation:
  - the nature of the **Society**,
  - the nature of the decision, and
  - the position of the **Officer** and the nature of the responsibilities undertaken by him or her
5. must not agree to the activities of the **Society** being carried on in a manner likely to create a substantial risk of serious loss to the **Society** or to the **Society's** creditors, or cause or allow the activities of the **Society** to be carried on in a manner likely to create a substantial risk of serious loss to the **Society** or to the **Society's** creditors, and
6. must not agree to the **Society** incurring an obligation unless he or she believes at that time on reasonable grounds that the **Society** will be able to perform the obligation when it is required to do so.

### 6.3. Election or Appointment of officers

The election of **Officers** shall be conducted as follows.

1. **Officers** shall be elected during **Annual General Meetings**. However, if a vacancy in the position of any **Officer** occurs between **Annual General Meetings**, that vacancy shall be filled by resolution of the **Committee** (and any such appointee must, before appointment, supply a signed consent to appointment and a certificate that the nominee is not disqualified from being appointed or holding office as an **Officer** (as described in the 'Qualification of Officers' rule above). Any such appointment must be ratified at the next **Annual General Meeting**.
2. A candidate's written nomination, accompanied by the written consent of the nominee with a certificate that the nominee is not disqualified from being appointed or holding office as an **Officer** (as described in the 'Qualification of Officers' rule above) shall be received by the **Society** at least 7 **Working Days** before the date of the **Annual General Meeting**.
3. If there are insufficient valid nominations received, further nominations may be received from the floor at the **Annual General Meeting**.
4. Votes shall be cast in such a manner as the person chairing the meeting determines. In the event of any vote being tied, the tie shall be resolved by the incoming **Committee** (excluding those in respect of whom the votes are tied).
5. Two **Members** (who are not nominees) or non-**Members** appointed by the **Chairperson** shall act as scrutineers for the counting of the votes and destruction of any voting papers.
6. The failure for any reason of any financial **Member** to receive such **Notice** of the general meeting shall not invalidate the election.
7. In addition to **Officers** elected under the foregoing provisions of this rule, the **Committee** may appoint other **Officers** for a specific purpose, or for a limited period, or generally until the next **Annual General Meeting**. Unless otherwise specified by the **Committee** any person so appointed shall have full speaking and voting rights as an **Officer** of the **Society**. Any such appointee must, before appointment, supply a signed consent to appointment and a certificate that the nominee is not disqualified from being appointed or holding office as an **Officer** (as described in the 'Qualification of Officers' rule above).

## 6.4 Term

The term of office for all **Officers** elected to the **Committee** shall be 1 year(s), expiring at the end of the **Annual General Meeting** in the year corresponding with the last year of each **Officer's** term of office.

## 6.5 Removal of officers

An **Officer** shall be removed as an **Officer** by resolution of the **Committee** or the **Society** where in the opinion of the **Committee** or the **Society** —

- The **Officer** has brought the **Society** into disrepute.
- The **Officer** has failed to disclose a conflict of interest.
- The **Committee** passes a vote of no confidence in the **Officer**.

with effect from (as applicable) the date specified in a resolution of the **Committee** or **Society**.

## 6.6 Ceasing to hold office

An **Officer** ceases to hold office when they resign (by notice in writing to the **Committee**), are removed, die, or otherwise vacate office in accordance with section 50(1) of the **Act**.

Each **Officer** shall, within 14 **Working Days** of submitting a resignation or ceasing to hold office, deliver to the **Committee** all books, papers and other property of the **Society** held by such former **Officer**.

## 6.7 Conflicts of interest

An **Officer** or member of a sub-committee who is an **Interested Member** in respect of any **Matter** being considered by the **Society**, must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified)—

1. to the **Committee** and or sub-committee, and
2. in an **Interests Register** kept by the **Committee**.

Disclosure must be made as soon as practicable after the **Officer** or member of a sub-committee becomes aware that they are interested in the **Matter**.

An **Officer** or member of a sub-committee who is an **Interested Member** regarding a **Matter**—

1. must not vote or take part in the decision of the **Committee** and/or sub-committee relating to the **Matter** unless all members of the **Committee** who are not interested in the **Matter** consent; and

2. must not sign any document relating to the entry into a transaction or the initiation of the **Matter** unless all members of the **Committee** who are not interested in the **Matter** consent; but
3. may take part in any discussion of the **Committee** and/or sub-committee relating to the **Matter** and be present at the time of the decision of the **Committee** and/or sub-committee (unless the **Committee** and/or sub-committee decides otherwise).

However, an **Officer** or member of a sub-committee who is prevented from voting on a **Matter** may still be counted for the purpose of determining whether there is a quorum at any meeting at which the **Matter** is considered.

Where 50 per cent or more of **Officers** are prevented from voting on a **Matter** because they are interested in that **Matter**, a **Special General Meeting** must be called to consider and determine the **Matter**, unless all non-interested **Officers** agree otherwise.

Where 50 per cent or more of the members of a sub-committee are prevented from voting on a **Matter** because they are interested in that **Matter**, the **Committee** shall consider and determine the **Matter**.

## 7. Records

### 7.1 Register of Members

The **Society** shall keep an up-to-date Register of Members.

For each current **Member**, the information contained in the Register of Members shall include —

- Their name, and
- The date on which they became a **member** (if there is no record of the date they joined, this date will be recorded as ‘Unknown’), and
- Their contact details, including —
  - A physical address or an electronic address, and
  - A telephone numbers.

The register will also include each **Member's** —

- email address (if any)
- whether the **Member** is financial or unfinancial

Every current **Member** shall promptly advise the **Society** of any change to the **Member's** contact details.

The **Society** shall also keep a record of the former **Members** of the **Society**. For each **Member** who ceased to be a **member** within the previous 7 years, the **Society** will record:

- The former **Member's** name, and
- The date the former **Member** ceased to be a **member**.

## 7.2 Interests Register

The **Committee** shall at all times maintain an up-to-date register of the interests disclosed by **Officers** and by members of any sub-committee.

## 7.3 Access to information for members

A **Member** may at any time make a written request to the **Society** for information held by the **Society**.

The request must specify the information sought in sufficient detail to enable the information to be identified.

The **Society** must, within a reasonable time after receiving a request —

1. provide the information, or
2. agree to provide the information within a specified period, or
3. agree to provide the information within a specified period if the **Member** pays a reasonable charge to the **Society** (which must be specified and explained) to meet the cost of providing the information, or
4. refuse to provide the information, specifying the reasons for the refusal.

Without limiting the reasons for which the **Society** may refuse to provide the information, the **Society** may refuse to provide the information if —

1. withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons, or
2. the disclosure of the information would, or would be likely to, prejudice the commercial position of the **Society** or of any of its **members**, or
3. the disclosure of the information would, or would be likely to, prejudice the financial or commercial position of any other person, whether or not that person supplied the information to the **Society**, or

4. the information is not relevant to the operation or affairs of the society, or
5. withholding the information is necessary to maintain legal professional privilege, or
6. the disclosure of the information would, or would be likely to, breach an enactment,  
or
7. the burden to the **Society** in responding to the request is substantially disproportionate to any benefit that the **Member** (or any other person) will or may receive from the disclosure of the information, or
8. the request for the information is frivolous or vexatious, or
9. The request seeks information about a dispute or complaint which is or has been the subject of the procedures for resolving such matters under this **Constitution** and the **Act**.

If the **Society** requires the **Member** to pay a charge for the information, the **Member** may withdraw the request, and must be treated as having done so unless, within 10 **Working Days** after receiving notification of the charge, the **Member** informs the **Society** —

1. that the **Member** will pay the charge; or
2. that the **Member** considers the charge to be unreasonable.

Nothing in this rule limits Information Privacy Principle 6 of the Privacy Act 2020 relating to access to personal information.

## 8. Finances

### 8.1 Control and management

The funds and property of the Society shall be—

- Controlled, invested and disposed of by the Committee, subject to this Constitution, and
- Devoted solely to the promotion of the purposes of the Society.

The Committee shall maintain bank accounts in the name of the Society.

All money received on account of the Society shall be banked within 10 Working Days of receipt.

All accounts paid or for payment shall be submitted to the Committee for approval of payment.

The Committee must ensure that there are always kept accounting records that—

1. correctly record the transactions of the Society, and
2. allow the Society to produce financial statements that comply with the requirements of the Act, and
3. would enable the financial statements to be readily and properly audited (if required under any legislation or the Society's Constitution).

The Committee must establish and maintain a satisfactory system of control of the Society's accounting records.

The accounting records must be kept in written form or in a form or manner that is easily accessible and convertible into written form. And the accounting records must be kept for the current accounting period and for the last 7 completed accounting periods of the Society.

## 8.2 Financial year

The **Society's** financial year shall commence on 1 January of each year and end on 31 December (the latter date being the **Society's** balance date).

## 8.3 Dispute resolution

### 8.2.1 Meanings of dispute and complaint

A dispute is a disagreement or conflict involving the **Society** and/or its **members** in relation to specific allegations set out below.

The disagreement or conflict may be between any of the following persons—

1. 2 or more **Members**
2. 1 or more **Members** and the **Society**
3. 1 or more **Members** and 1 or more **Officers**
4. 2 or more **Officers**
5. 1 or more **Officers** and the **Society**
6. 1 or more **Members** or **Officers** and the **Society**.

The disagreement or conflict relates to any of the following allegations—

1. a **member** or an **Officer** has engaged in misconduct.
2. a **member** or an **Officer** has breached, or is likely to breach, a duty under the **Society's Constitution** or bylaws or the **Act**.

3. the **Society** has breached, or is likely to breach, a duty under the **Society's Constitution** or bylaws or the **Act**.
4. a **member's** rights or interests as a **member** have been damaged or **Member's** rights or interests generally have been damaged.

A **Member** or an **Officer** may make a complaint by giving to the **Committee** (or a complaints subcommittee) a notice in writing that—

1. states that the **Member** or **Officer** is starting a procedure for resolving a dispute in accordance with the **Society's Constitution**; and
2. sets out the allegation(s) to which the dispute relates and whom the allegation or allegations is or are against; and
3. sets out any other information or allegations reasonably required by the **Society**.

The **Society** may make a complaint involving an allegation against a **member** or an **Officer** by giving to the **Member** or **Officer** a notice in writing that—

1. states that the **Society** is starting a procedure for resolving a dispute in accordance with the **Society's Constitution**; and
2. sets out the allegation to which the dispute relates.

The information setting out the allegations must be sufficiently detailed to ensure that a person against whom an allegation or allegations is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that person to prepare a response.

A complaint may be made in any other reasonable manner permitted by the **Society's Constitution**.

All **Members** (including the **Committee**) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the **Society's** activities.

The complainant raising a dispute, and the **Committee**, must consider and discuss whether a dispute may best be resolved through informal discussions, mediation, arbitration, or a tikanga-based practice. Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement.

### 8.2.2 How complaint is made

1. A **Member** or an **Officer** may make a complaint by giving to the **Committee** (or a complaints subcommittee) a notice in writing that—

- a) states that the **Member** or **Officer** is starting a procedure for resolving a dispute in accordance with the **Society's Constitution**; and
  - b) sets out the allegation or allegations to which the dispute relates and whom the allegation is against; and
  - c) sets out any other information reasonably required by the **Society**.
2. The **Society** may make a complaint involving an allegation or allegations against a **member** or an **Officer** by giving to the **Member** or **Officer** a notice in writing that—
- a) states that the **Society** is starting a procedure for resolving a dispute in accordance with the **Society's Constitution**; and
  - b) sets out the allegation to which the dispute relates.
  - c) The information given under subclause (1.2) or (2.2) must be sufficient to ensure that a person against whom an allegation is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that person to prepare a response.
  - d) A complaint may be made in any other reasonable manner permitted by the **Society's Constitution**.

### 8.2.3 A person who makes a complaint has the right to be heard

1. A **Member** or an **Officer** who makes a complaint has a right to be heard before the complaint is resolved or any outcome is determined.
2. If the **Society** makes a complaint—
  - a) the **Society** has a right to be heard before the complaint is resolved or any outcome is determined; and
  - b) An **Officer** may exercise that right on behalf of the **Society**.
3. Without limiting the manner in which the **Member**, **Officer**, or **Society** may be given the right to be heard, they must be taken to have been given the right if—
  - a) they have a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
  - b) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
  - c) an oral hearing (if any) is held before the decision maker; and

- d) the **Member's**, **Officer's**, or **Society's** written or verbal statement or submissions (if any) are considered by the decision maker.

#### 8.2.4 A person who is subject of complaint has right to be heard

1. This clause applies if a complaint involves an allegation that a **Member**, an **Officer**, or the **Society** (the 'respondent')—
  - a) has engaged in misconduct; or
  - b) has breached, or is likely to breach, a duty under the **Society's Constitution** or bylaws or this **Act**; or
  - c) has damaged the rights or interests of a **member** or the rights or interests of **Members** generally.
2. The respondent has a right to be heard before the complaint is resolved or any outcome is determined.
3. If the respondent is the **Society**, an **Officer** may exercise the right on behalf of the **Society**.
4. Without limiting the manner in which a respondent may be given a right to be heard, a respondent must be taken to have been given the right if—
  - a) the respondent is fairly advised of all allegations concerning the respondent, with sufficient details and time given to enable the respondent to prepare a response; and
  - b) the respondent has a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
  - c) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
  - d) an oral hearing (if any) is held before the decision maker; and
  - e) the respondent's written statement or submissions (if any) are considered by the decision maker.

#### 8.2.5 Investigating and determining dispute

1. The **Society** must, as soon as is reasonably practicable after receiving or becoming aware of a complaint made in accordance with its **Constitution**, ensure that the dispute is investigated and determined.

2. Disputes must be dealt with under the **Constitution** in a fair, efficient, and effective manner and in accordance with the provisions of the **Act**.

### 8.2.6 Society may decide not to proceed further with complaint

Despite the ‘Investigating and determining dispute’ rule above, the **Society** may decide not to proceed further with a complaint if—

1. the complaint is considered to be trivial; or
2. the complaint does not appear to disclose or involve any allegation of the following kind:
  - a) that a **member** or an **Officer** has engaged in material misconduct;
  - b) that a **Member**, an **Officer**, or the **Society** has materially breached, or is likely to materially breach, a duty under the **Society’s Constitution** or bylaws or the **Act**;
  - c) that a **Member’s** rights or interests or **Members’** rights or interests generally have been materially damaged;
3. the complaint appears to be without foundation or there is no apparent evidence to support it; or
4. the person who makes the complaint has an insignificant interest in the matter; or
5. the conduct, incident, event, or issue giving rise to the complaint has already been investigated and dealt with under the **Constitution**; or
6. there has been an undue delay in making the complaint.

### 8.2.7 Society may refer to complaint

1. The **Society** may refer a complaint to—
  - a) a subcommittee or an external person to investigate and report; or
  - b) a subcommittee, an arbitral tribunal, or an external person to investigate and make a decision.
2. The **Society** may, with the consent of all parties to a complaint, refer the complaint to any type of consensual dispute resolution (for example, mediation, facilitation, or a tikanga-based practice).

### 8.2.8 Decision makers

A person may not act as a decision maker in relation to a complaint if 2 or more members of the **Committee** or a complaints subcommittee consider that there are reasonable grounds to believe that the person may not be—

1. impartial; or
2. able to consider the matter without a predetermined view.

## 9. Liquidation and removal from the register

### 9.1 Resolving to put society into liquidation

The **Society** may be liquidated in accordance with the provisions of Part 5 of the **Act**.

The **Committee** shall give 30 **Working Days** written **Notice** to all **Members** of the proposed resolution to put the **Society** into liquidation.

The **Committee** shall also give written Notice to all **Members** of the **General Meeting** at which any such proposed resolution is to be considered. The **Notice** shall include all information as required by section 228(4) of the **Act**.

Any resolution to put the **Society** into liquidation must be passed by a simple majority of all **Members** present and voting.

### 9.2 Resolving to apply for removal from the register

The **Society** may be removed from the Register of Incorporated Societies in accordance with the provisions of Part 5 of the **Act**.

The **Committee** shall give 30 **Working Days** written **Notice** to all **Members** of the proposed resolution to remove the **Society** from the Register of Incorporated Societies.

The **Committee** shall also give written **Notice** to all **Members** of the **General Meeting** at which any such proposed resolution is to be considered. The **Notice** shall include all information as required by section 228(4) of the **Act**.

Any resolution to remove the **Society** from the Register of Incorporated Societies must be passed by a simple majority of all **Members** present and voting.

### 9.3 Surplus assets

If the **Society** is liquidated or removed from the Register of Incorporated Societies, no distribution shall be made to any **Member**, and if any property remains after the settlement of the **Society's** debts and liabilities, that property must be used to further a charitable purpose, or purposes as defined in section 5(1) of the Charities Act 2005.

## 10. Alterations to the constitution

### 10.1 Amending this constitution

All amendments must be made in accordance with this **Constitution**. Any minor or technical amendments shall be notified to **Members** as outlined in section 31 of the **Act**.

The **Society** may amend or replace this **Constitution** at a **General Meeting** by a resolution passed by a simple majority of those **Members** present and voting.

That amendment could be approved by a resolution passed in lieu of a meeting but only if allowed by this **Constitution**.

Any proposed resolution to amend or replace this **Constitution** shall be signed by at least 30 per cent of eligible **Members** and given in writing to the **Committee** at least 14 **Working Days** before the **General Meeting** at which the resolution is to be considered and accompanied by a written explanation of the reasons for the proposal.

At least 14 **Working Days** before the **General Meeting** at which any amendment is to be considered the **Committee** shall give to all **Members** notice of the proposed resolution, the reasons for the proposal, and any recommendations the **Committee** has.

When an amendment is approved by a **General Meeting** it shall be notified to the Registrar of Incorporated Societies in the form and manner specified in the **Act** for registration and shall take effect from the date of registration.

If the society is registered as a charity under the Charities Act 2005 the amendment shall also be notified to Charities Services as required by section 40 of that Act.

## 11. Other

### 11.1 Bylaws

The **Committee** from time to time may make and amend bylaws, policies and the Supply Agreement for the conduct and control of **Society** activities and codes of conduct applicable to **Members**, but no such bylaws, policies or codes of conduct applicable to **Members** shall be inconsistent with this **Constitution**, the **Act**, regulations made under the **Act**, or any other legislation.

## Schedule 1 | GRWA Water Supply Agreement with Members

### Foreword

The Grange Road Water Association Incorporated (GRWA) is a registered as a charity and incorporated society. The website of the GRWA is: [www.haheicommunity.co.nz/GRWA](http://www.haheicommunity.co.nz/GRWA)  
GRWA provides water services to up to a maximum of 76 property owners (Members) and/or occupiers of properties in Grange Road and Patricia Place, Hahei (the 'GRWA area').

The service is provided:

- a) Within the terms of the Water Services Act 2021
- b) As a “small drinking water supplier- bore water supply “(26-100 people) “complying with the “Drinking Water Quality Assurance Rules 2022” and,
- c) The GRWA Water Safety and Source Water Risk Management Plans as submitted to Taumata Arowai and,
- d) The resource consent granted to GRWA by Waikato Regional Council (WRC) to take ground water.

This agreement sets out the terms under which the supply to members is made by the GRWA and the obligations of members.

The essential background factors in the operation of the supply are:

- a) With the groundwater supply limitations of the GRWA bore field GRWA is now operating at or near the maximum membership level, even with tight controls on water use over peak periods. Hence logically GRWA must now carefully monitor and manage all water demand.
- b) It is an unmetered supply, and all members must provide their own holding tanks and pipelines from the GRWA tobies.
- c) Every leak in the total supply system, and/or non-compliance with this agreement and/or Constitution, can adversely affect every member
- d) A cooperative spirit or attitude, between all members of the GRWA and with their elected, voluntary, officers and committee, is therefore vital to ensure the safe and reliable supply of drinking water is available to members in cost effective and productive manner. *(see 1.4 Purpose in Constitution).*

# 1. What is the supply agreement?

## 1.1 Agreement Between Members and GRWA

In accordance with the GRWA Constitution this agreement is between you as a Member (and customer) and the GRWA. It sets out the terms under which GRWA will provide water services to you. It expands on the provisions of the Constitution by setting out the primary obligations to be met prior to acceptance for membership and includes provisions for paying for the services, and your maintenance obligations. It includes your rights in any dispute with GRWA.

## 1.2 Obligations for Membership Eligibility

- a) At your own expense, to provide and install one holding tank, of minimum 1,800 litres, for each dwelling erected on your property and in this context “dwelling” shall be deemed to include any flat or other living quarters designed for occupation as a self-contained unit.
- b) At your own expense provide, install, maintain, repair and replace an interrupted pipeline 12.5mm in diameter, at a minimum specification approved by the Committee, connecting the toby to the tank or tanks to the Society’s pipeline network at the point of connection stipulated by the Society (i.e. Where toby boxes are located).
- c) All your water supplies shall be taken from the holding tank (s). No other connections shall be made to the pipeline between the point of connection to the Society’s pipeline and the holding tank.
- d) All Toby boxes are always to remain readily accessible.
- e) Members agree that when their property is going to be unoccupied for a period of 7 days or more that the valve in the toby box, or other satisfactory valve(s) on their property, shall be turned off and be left off until the property is occupied.
- f) Swimming pools, spa pools and hot tubs shall not be filled or topped up from the Society’s supply.
- g) By virtue of signing this agreement. or by being an existing member and using GRWA water services at the date of this Constitution, you are deemed to have accepted the terms and conditions of this agreement.

### **1.3 The Following Information Forms Part of This Agreement**

- a) The Constitution of GRWA and any subsequent additional requirements, obligations and services.
- b) Annual and Connection charges as set by the GRWA Committee from time to time and put on the website.
- c) Any other point of supply and/or toby information provided by GRWA.

### **1.4 Changes to this Agreement**

After following the correct process GRWA may, if needed, update the terms of this agreement. GRWA will give you notice of any changes 30 working days before the changes take effect. Any changes will, if practically possible, be agreed at a GRWA general meeting.

## **2. Members' Assistance and Obligations**

### **2.1 Upon Acceptance**

With the exceptions set out in this clause if you have been accepted as a member and your property is/or will be connected to the GRWA water supply network.

Then accordingly:

2.1.1 GRWA will take all practicable steps to supply you with water that meets the drinking water standards for New Zealand as described above,

2.1.2 GRWA will take all reasonable steps to advise you of any conditions regarding your water use.

### **2.2 To ensure continuity of supply, you agree:**

2.2.1 That you, and all people authorised to be on your property, will follow GRWA instructions in relation to supply, limitations of supply or conditions of water use, and

2.2.2 To allow, at reasonable times and where possible with prior notice, GRWA officers, committee members or others authorised by them to enter on to your property to inspect your tanks, pipes and plumbing to detect possible leaks or other problems with related equipment.

2.2.3 Where leaks or other problems are found by you or GRWA you agree to attend to repairs promptly and fully cooperate with GRWA in doing so.

## **2.3 The following are factors that may affect the service:**

### 2.3.1 Planned interruptions.

If GRWA has to interrupt your water services to carry out planned maintenance or improvements on the network.

If there is a need to interrupt your water services for planned work, for more than 24 hours, GRWA will give you at least 7 days' notice to minimize disruption and inconvenience to you.

### 2.3.2 Unplanned interruptions

GRWA may have to interrupt your water services fully, without first notifying you, if it is necessary to:

- a) Carry out emergency inspections of or repair work on the GRWA network.
- b) Ensure the health and safety of any person.
- c) Avoid or minimise damage to GRWA network or to any property.
- d) Isolate parts of the network to find leaks or excess water use.

### 2.3.3. Limiting your water supply

GRWA may limit your water supply or place conditions on water use if:

- a) GRWA is instructed to do so by (TCDC) or another authorised entity, for example in the event of an emergency or if there is a shortage of water.
- b) GRWA considers it necessary due to any unforeseen circumstances or emergency.
- c) For any reason, GRWA considers that the ability to maintain an adequate supply of water is or may be at risk, GRWA may then limit water supply or place conditions of water use.
- d) You do not pay your bill.
- e) You have failed to fix leaks as required.
- f) When you are in breach of any other material terms of the Constitution or this agreement.

## **3. What do you pay?**

### **3.1 Establishment Fee**

The primary charge is set annually at the AGM of the GRWA. A final account will be notified to you by the Secretary and/or Treasurer. If any other emergency supply, maintenance or infrastructure charges are found necessary by the GRWA you will be given 14 days' notice of such a requirement. The details of all current charges are on the website.

#### **3.1.2 New Connections**

Any new connection must be first approved by a General Meeting. These charges for new, or replacement connections, and/or additional residential units at an existing connection are payable to the Secretary/Treasurer of the GRWA before the commencement of any such services.

#### **3.1.3 Infrastructure growth or significant additional charges.**

All significant infrastructure growth or other exceptional capital expenditure on the network will continue to be funded by the membership in equal proportions. Such growth or exceptional capital expenditure will firstly be agreed at a General Meeting of the GRWA.

### **3.2 Your payment responsibilities**

You agree to pay GRWA the total amount you owe on or before the due date shown on the bill. As a member/ property owner and “customer”, you are responsible for the charges incurred at your property, regardless of:

- a) Any billing arrangement that may have been made with you or any tenant or lessee of your property.
- b) Provisions in the Residential Tenancies Act dealing with liability for water charges between landlords and tenants.

### **3.3 Unpaid Bills**

Please contact GRWA if you are having trouble paying your bill. GRWA will then ensure that any member unable to pay their bill can discuss options with GRWA before trying to recover any outstanding payment.

With disputes involving outstanding payments or outstanding balance on account GRWA will not initiate any further action until an investigation is completed. If, however, GRWA has exhausted all reasonable avenues for settlement GRWA reserves the right to continue to pursue the debt.

GRWA may then respond to unpaid bills by:

- a) Charging you an administration fee for delays or follow up
- b) Restricting or disconnecting your water supply
- c) Taking legal action against you, including recovery of our debt collection and legal costs

## **4. The GRWA network and your private tank, pipes and plumbing**

### **4.1 Upkeep**

You are responsible for maintaining a tank of at least minimum size, and all of the pipes and fittings and devices on your side of the point of supply (i.e. GRWA 'toby' for your property).

You agree to make sure all the pipes, fittings and devices on your side of the point of supply are correctly installed and operated and are maintained.

You also agree to fix any water leaks on your side of the point of supply promptly to minimise wastage and property damage.

### **4.2 Protecting the GRWA network**

4.2.1 You agree that you, and people authorised to be on your property will not:

- a) Damage, block, change, connect to or disconnect from the GRWA network without GRWA permission
- b) Allow water or any contaminant to enter our water supply network from your property
- c) Use any firefighting systems for reasons other than firefighting
- d) Cover or obstruct access to any points of supply, tobies or manholes
- e) Allow vegetation or damage to interfere with the GRWA network

4.2.2 Unauthorised repairs to our network

You will be responsible for any costs or repairs or any resulting damage to the GRWA network carried out by anyone other than GRWA, and such work must not be done unless GRWA has first authorised the repairs in writing.

4.2.3 Working close to our network

You agree to identify GRWA network pipes and to adhere to the working area distances outlined below when undertaking building activity in the vicinity of our network. If you wish

to undertake these types of building activity within the working distances below you will need to get prior permission from GRWA.

Areas for water pipes:

- a) For general evacuation - 2 m
- b) For piling - 2 m
- c) For blasting - 15 m

#### 4.2.4 Preventing contamination of water supply network.

You agree not to allow water or any contaminant to enter the water supply network from your property (this is called “backflow”). If GRWA considers it necessary, GRWA may survey your property to see if water or contaminants are entering the water supply network.

#### 4.2.5. Customer liability under this clause.

You agree that you will be responsible for the cost of any repair work that is required, or to any other costs GRWA incur, because of you, and/or all people authorised by you, to be on your property in relation to any acts associated with your obligations under clause 4.2.

### **4.3. Damage to your property**

If you believe negligence on GRWA’s part or on the part of any third party contracted by GRWA has resulted in damage to your property, you must:

- a) Tell GRWA as soon as possible about the damage
- b) Provide evidence of the damage and give GRWA a reasonable opportunity to repair it at GRWA cost

## **5. Entry to your property**

### **5.1. Access to our network**

You agree that GRWA may, at its’ discretion, enter your property to check that the tanks, pipes, fittings and devices on your side of the point of supply are correctly installed, operated and maintained. This is to ensure that the GRWA network is being protected and is not being damaged.

Although authorized GRWA representatives have the right to enter on to your property to check and work on GRWA network, GRWA will respect you, your family, and people authorised to be on your property and your property. GRWA will not enter your property

between the hours of 6:30 PM and 6:30 AM unless there is an emergency that cannot wait to be remedied and GRWA has your consent to do so.

## 6. Customer complaint process

### 6.1. Making a Complaint

GRWA officers and committee aim to always provide a high standard of service. However, if you are not satisfied with GRWA for any reason, you can make a complaint by contacting GRWA either by email or directly by phone to the Chairman or a member of the executive or committee. They will acknowledge receipt of your complaint and endeavour to give a timeframe for resolution.

**Note: The GRWA is a purely volunteer-based organisation as are all its pro bono officers and committee members.**

### 6.2. Your Assistance

You agree to take all reasonable steps required to assist us with understanding the nature of the complaint, and the issues involved.

In the unlikely event we are unable to resolve a complaint GRWA may suggest the use of a third party to help resolve your complaint.

## 7. Changes to your contract.

### 7.1. Change of ownership

Any member who enters into an agreement for the sale of any property to which water is supplied by the Society shall, within 7 days of executing such agreement:

- a) notify the Secretary in writing of the impending sale and settlement date,
- b) inform the purchaser that they will need to apply to the Secretary, and be accepted, as a member before supply can be ensured and continued to the property.

In any case as a vendor, they will cease to be a member of the Society as from the date on which the settlement of the sale is completed. Should any subscriptions or capital contributions remain outstanding at the time of the sale then these are to be paid on or before settlement, otherwise the Committee will seek payment from the new property owner as a provision of membership.

Nonpayment may see the property disconnected from the supply until payment is made.

## **7.2. Disconnecting from our network**

If you want to disconnect from the GRWA water network, you will need to contact GRWA and close the account.

The disconnection occurs at the point where your private plumbing connects to the Toby and GRWA network water mains.

## **7.3. Terminating your contract**

If GRWA ends this contract, all existing rights and obligations at the termination date still stand, for example you will be required to pay any outstanding amount owing to GRWA.

# **8. Information and privacy**

To provide services to you, GRWA will need to collect, store, and may need to use and disclose personal information about you. Details about the information collected, how it is collected and how it is stored, used and disclosed are set out in the privacy information set out below.

## **8.1. Collecting and storing your information**

The personal information collected about you may include:

- a) Your legal name.
- b) Your postal and property addresses.
- c) Your mobile and landline phone numbers.
- d) Your email address.
- e) Your repayment history with GRWA.

GRWA may collect this information directly from you when you contact GRWA by phone, letter, email, through GRWA website, in person or by any other means. GRWA may also collect this information from people authorised by you or publicly available sources. If GRWA requests such information from you (or ask you to authorise collection from someone else) and you decide not to provide it (or give GRWA that authorisation), GRWA may refuse to provide services to you or its ability to provide services to you could be affected.

You have the right to request access to your information under the Privacy Act. You can also ask GRWA to amend any information held about you that is incorrect.

## 9. General legal information

Please note:

- a) The provisions of the Water Services Act 2021 (ss 168,169) in relation to the non-liability to prosecution of volunteers.
- b) Also, as noted above, recognise that the GRWA is managed and operated, pro bono and voluntarily, by your duly elected Chairman, Executive Officers and Committee. As such they can **accept no personal or civil liability whatsoever** for their actions in their management of the GRWA.

### 9.1. General limitation of liability.

Except, as provided for in this clause, GRWA has no liability to you for any breach of obligations under this agreement or otherwise.

9.1.1. If GRWA causes damage or loss to your property as a result of its negligence GRWA may at its discretion choose to repair or replace the damage or loss instead of paying the cost to you.

GRWA will not however be liable to you or anyone else for:

- a) Any loss or damage that results from an event or circumstances beyond GRWA control.
- b) Any indirect or consequential loss or damage, including loss of revenue, goodwill, actual or anticipated business, or data.

### 9.2. GRWA rights and responsibilities under legislation

GRWA rights and responsibilities set out in this agreement are in addition to any rights and responsibilities under legislation.

### 9.3. Your rights under other Legislation

You have rights under the Consumer Guarantees Act and the Contract and Commercial Law Act. Clauses 9.1 to 9.2 are not intended to negate or amend your rights under the Consumer Guarantees Act 1993.

To the maximum extent permitted by law, all other warranties, express or implied, and rights under the Contract and Commercial Law Act 2017 are excluded from this agreement.

## **9.5. Council bylaws**

Several TCDC bylaws have provisions that relate to the supply of water and other goods and services. Where there is any inconsistency between a bylaw and the terms of this agreement, the bylaw shall prevail.

## **9.6. Waiver**

If GRWA waives any rights of non-compliance with any of your obligations under this agreement, GRWA still has the right to enforce the rest of the terms of this agreement.

## **9.7. Force majeure**

GRWA are not required to perform obligations under this agreement if an event has occurred that is beyond its reasonable control, where such an event prevents GRWA from operating normally. These events include but are not limited to:

- a) War, terrorism, insurrection, epidemic or pandemic.
- b) Acts or omissions of a third party.
- c) Earthquakes, fires, tsunamis and adverse weather conditions including storms, floods or any other natural events or Acts of God.
- d) Any similar circumstances beyond GRWA control.

GRWA will recommence performing its obligations as soon as reasonably practicable for it to do so.

## **9.8. Transferring or assigning liabilities**

You may not assign any of your liability's rights under this agreement to anyone else, unless GRWA has given you written consent.

## **9.9. Notices and communications**

Notice of any changes to this agreement will be provided on our website and via email.