

Proposed AHB Replacement Rules
for consideration at a Special General Meeting
on Saturday 14 March 2026
 Changes are **highlighted**

Rules of
Anthroposophy Hawke's Bay

1. **NAME**

1.1 The name of the Society is **Anthroposophy Hawke's Bay (hereinafter referred to as "AHB")**.

1.2 The Society was previously known as **The Hawke's Bay Branch of the Anthroposophical Society in New Zealand.**

2.0 **LEGAL STATUS AND PRELIMINARY**

2.1 The Society was incorporated on 15th October 1990 under the Charitable Trusts Act 1957.

2.2 These Rules were adopted by way of replacement on **14 March 2026**

2.3 AHB is a Branch of THE ANTHROPOSOPHICAL SOCIETY IN NEW ZEALAND ("ASNZ") which is a regional society within the General Anthroposophical Society ("GAS"), which has its centre at the Goetheanum, Dornach, Switzerland.

2.4 The term "Member" in these rules shall mean a Member of AHB, **a prerequisite for such Membership being that the Member is a Member of the GAS.**

2.5 **The term "Friend" in these rules shall mean a person who is not a Member of the GAS, but who has registered an interest in AHB.**

3.0 **OBJECTS, PURPOSES, AIMS and TASKS**

3.1 The objects and purposes of AHB are the following charitable objects and purposes which are recognised by the Courts of New Zealand as being charitable:

AHB's principal objectives are expressed in the [Principles](#) given by Rudolf Steiner at the founding of the General Anthroposophical Society at Christmas, 1923.

AHB is intended to be a community of human beings who desire to further the life of the soul - both in the individual and in human society - on the basis of a true knowledge of the spiritual world. This is to be attained not only by studying the works of spiritual science but also by fostering educational opportunities for those people in all walks of life who seek answers to contemporary issues out of a renewal of human culture.

It is **an aim** of AHB to cultivate Anthroposophy through artistic, scientific and educational activities (in the broadest sense of these concepts) and AHB intends to devote all reasonable means available to realise this purpose. This shall include the **provision of rooms and spaces for meeting in Hawkes Bay; the** appropriate supporting of libraries and providing lectures and publications.

AHB, in carrying out those objects, purposes, aims and tasks:

- (a) Shall provide a public benefit, but
- (b) **Shall not provide any individual person with a profit.**

3.2 Notwithstanding Rule 3.1:

- (a) AHB shall be limited in furthering or attaining its objects to the advancement of charitable purposes in New Zealand, and
- (b) No Member of AHB shall derive any personal pecuniary gain from Membership of AHB, and
- (c) These Rules shall be read and interpreted subject to the provisions of Rule 3.1 which shall over-ride all other provisions in these Rules except to the extent that an ancillary non-charitable purpose is

permitted under the Charities Act 2005.

3.3 Subject to Rules 3.1 and 3.2, AHB shall have power to:

- (a) Make regulations to advance the attainment of any of the above objects.
- (b) Do any act or thing incidental or conducive to the attainment of any of the above objects.

4.0 **POWERS**

4.1 Subject to Rules 3.1 and 3.2, in addition to its statutory powers, AHB:

- (a) May use such of its funds to pay the costs and expenses of furthering or carrying out its objects, and for that purpose may employ such people as may seem expedient,
- (b) May purchase, lease, hire or otherwise acquire, may exchange, and may sell, lease, **rent rooms** or otherwise dispose of property, rights or privileges to further or carry out its objects as may seem expedient,
- (c) May invest in any investment in which a Trustee might invest, and
- (d) Shall have power to borrow or raise money by debenture, bonds, mortgage and other means with or without security, but such borrowing powers shall not be exercised other than by resolution of a General Meeting of which proposed resolution at least ten clear days' written notice was given by circulation to all Members.

4.2 Notwithstanding any other provision, AHB shall not expend any money:

- (a) Other than to further purposes recognised by law, nor
- (b) For the sole personal or individual private financial benefit or profit of any Member.

4.3 Any transactions between AHB and any Member, officer or Committee

Member, or any associated persons shall be at arms' length and in accordance with prevailing commercial terms on which AHB would deal with third parties not associated with AHB, and any payments made in respect of such transactions shall be limited to:

- (a) A fair and reasonable reward for services performed,
- (b) Reimbursement of expenses properly incurred,
- (c) Usual professional, business or trade charges, and
- (d) Interest at no more than current commercial rates.

5.0 **MEMBERSHIP**

5.1 **~~Unless otherwise declared in writing by the Member,~~ All Members of the GAS who reside in the Hawke's Bay District, ~~or for whom Hawke's Bay is the nearest of the ASNZ,~~ are eligible to be **Members** of AHB**

5.2 Members shall do nothing to bring AHB into disrepute.

5.3 The Committee reserves the right to expel a Member who fails to comply with these Rules. Such action will only be taken after consulting with local Members **by way of a General Meeting** and providing the Member **concerned** with an opportunity to respond.

5.4 An expulsion under Rule 5.3 may be rescinded by a majority resolution of the Committee or of a General Meeting.

5.5 Every Member shall advise the Committee or any person designated by the Committee of any change of **their Contact details**.

5.6 The Treasurer shall keep a Membership register of Members **and Friends**, recording their names and **Contact details** and the **issue date and number on their pink GAS membership card**.

5.7 **Members shall be presented with the Committee's estimate of AHB's Budget at the AGM and amount required to be raised by Member contribution for the ensuing year. Each Member will be asked by the Treasurer to make a financial pledge or offer of support for that year by email or letter to the Treasurer within 3 months of the AGM.**

5.8 Members Liability:

- (a) The liability of Members shall be **limited to any debts** they may have incurred to AHB.

(b) The Members shall not be personally liable for the obligations and contracts of AHB.

(c) The Membership of any member who neither contributes or communicates with an officer of AHB over a period of 24 months will be terminated. They may rejoin by re-applying for membership and making a donation.

(d) Members who have resigned or whose Membership has been terminated shall have no claim of any nature whatsoever to any assets of AHB.

6.0 **GENERAL MEETINGS**

6.1 The Annual General Meeting shall be held each year at a time and place fixed by the Committee providing it be held within 15 months of the previous Annual General Meeting.

6.2 Special General Meetings for any specific purpose may be called by the Committee or by written requisition to the Secretary signed by not less than seven Members and which shall give notice(s) of motion together with relevant explanations.

6.3 The Chairperson of a General Meeting shall be appointed by the Committee and shall only have a deliberative vote.

6.4 At least 14 clear days before any General Meeting the Secretary shall provide all Members with a written notice or access to digital documents of the business to be conducted at the General Meeting (including in the case of Annual General Meetings copies of the Annual Report(s), Statement of Financial Accounts, a list of and information about nominees) and notice of any notices of motion.

6.5 The failure for any reason of any Member to receive such notice shall not invalidate the meeting or its proceedings.

6.6 The quorum for General Meetings is 12 Members.

6.7 The business of the Annual General Meeting shall include:

- (a) Ascertaining that a quorum is present.
- (b) Minutes of the previous General Meeting(s).
- (c) Matters arising.
- (d) Annual Report from the Committee and sub-committees.
- (e) Consider the Annual Financial Accounts.
- (f) Approval of a budget for the next financial year.
- (g) Approval of appointment of a person to review the financial accounts.
- (h) Set Annual Contribution for the ensuing year.
- (i) General business including motions of which notice has been given.
- (j) Election of Committee Members.
- (k) Election of Trustees.
- (l) Adjournment.

6.8 Each Member present at a General Meeting has one vote.

6.9 The manner of voting, whether by ballot, by show of hands or by voice, shall be at the discretion of the meeting.

6.10 A vote shall not be taken on matters concerning AHB's spiritual goals and tasks, which shall be handled only in free discussion.

7.0 **COMMITTEE**

7.1 From the end of each Annual General Meeting until the end of the next AGM, AHB shall be administered, managed and controlled by an executive Committee consisting of not less than three Members and not more than seven Members, and shall have full executive powers to carry out the aims and tasks of AHB and to handle any matter affecting AHB in New Zealand, other than those which fall to the decision by powers of the Trustees, and subject to these Rules and the resolution of any General Meeting, the Committee may exercise all AHB's powers, other than those required by statute or by these Rules to be exercised by the

AHB in General Meeting.

- 7.2 The three officers of the Committee shall be the **Secretary**, the **Chairperson** and the **Treasurer** who shall be Committee Members and appointed by the Committee.
- 7.3 The Committee may co-opt a Treasurer from outside the Committee as an ex officio Member of the Committee.
- 7.4 The quorum at all Committee meetings shall be three Committee Members. Only Committee Members present in person or by electronic link shall be counted in the quorum and entitled to vote, and voting by persons communicating with a meeting electronically shall be as valid as if they had been personally present.
- 7.5 Providing the Committee meets at least once every three months, the Committee shall meet at such times and places and in such manner as it may think fit including, where the Chair considers it appropriate, by any audio-visual **or electronic/digital means**.
- 7.6 The Committee may at its own discretion co-opt other Members as additional Members of the Committee or as Members of any sub-committee for any purpose or length of time.
- 7.7 The Secretary shall record the minutes of all General Meetings and Committee meetings in a minute book open to inspection by any Member, and all such minutes when confirmed by the next such meeting and signed by the Chairperson of that meeting shall be *prima facie* evidence that that meeting was duly called and shall *prima facie* be a true and correct record of what occurred at that meeting.
- 7.8 The Committee may employ any person or company to assist it to administer or manage the affairs of AHB.
- 7.9 Indemnity for Committee:
 (a) No Committee Member shall be liable for the acts or defaults of any other Committee Member, or any loss occasioned thereby, unless occasioned by their willful default or by their willful acquiescence.
 (b) The Committee and each of its Members shall be indemnified by AHB for all liabilities and costs incurred by them in the proper performance of the functions and duties, other than as a result of their willful default.
- 8.0 **APPOINTMENT OF COMMITTEE MEMBERS**
- 8.1 Committee Members shall be elected by a **majority of the Members present** at an Annual General Meeting and may hold office until the next Annual General Meeting.
- 8.2 Committee Members cease to be eligible for re-nomination after serving for a continuous period of **seven** years.
- 8.3 New Members of the Committee require nomination **in writing, signed** by at least two Members and accepted by the **nominee**. Sitting Members of the Committee are eligible for re-election without re-nomination.
- 8.4 In the event of the number of Committee Members falling below three and the Committee failing to increase its numbers, nominations for Committee Members shall be delivered to the remaining Committee Members and shall be dealt with at a Special General Meeting or at the Annual General Meeting.
- 9.0 **SECRETARY**
- 9.1 The Secretary shall hold AHB's records, documents, common seal, Membership register and books and keep the **minutes**.
- 9.2 The Secretary shall deal with and answer correspondence and perform such other duties as directed by the Committee.
- 9.3 Every Member shall in the first instance advise the Secretary of any change of **contact details**.

10.0 **TREASURER AND FINANCE**

- 10.1 The Treasurer is authorised to receive moneys on behalf of AHB and deposit said moneys to the credit of AHB in such banking accounts as the Committee may direct.
- 10.2 The Treasurer shall keep a true record of AHB's financial position, report on AHB's financial position to any Committee meeting, and present an annual Statement of Accounts (Income and Expenditure Account and Balance Sheet) to the Annual General Meeting together with a proposed budget for the next financial year.
- 10.3 The Committee shall maintain bank accounts in the name of AHB, and all expenses that fall within the approved budget shall be paid by the Treasurer and approved by a second account signatory-
- 10.4. All expenses for amounts **outside** the approved budget must be approved by two Members of the Committee prior to payment.
- 10.5 All accounts paid by the Treasurer shall be reported to the subsequent Committee meeting.
- 10.6 **AHB's financial year shall commence on 1 April of each year and end on 31 March in the following year.**
- 10.7 The Annual General Meeting each year may appoint a person with a professional knowledge of financial accounting to examine and check the annual accounts of AHB and provide a statement of their verification which shall be included with the Annual Financial Statements.

11.0 **REGISTERED OFFICE**

- 11.1 The Registered Office of AHB is 500 Nelson Street North, Hastings or as may be determined from time to time by the Committee.

12.0 **TRUSTEES**

- 12.1 Three Members shall upon election, be the Trustees of AHB and all its real property shall vest with the Trustees
- 12.2 The Trustees shall fulfil all statutory duties required of Trustees in respect of the real property of AHB and shall comply with all statutory requirements therefor.
- 12.3 The Trustees shall pay, satisfy or otherwise discharge:
- (a) All costs, charges and expenses and all stamp duties and other fees incurred in connection with or arising out of or incidental to the transfer of any property to or from AHB.
 - (b) All other debts and liabilities, costs and expenses generally which the Trustees may at any time, or times be called upon to pay or defray and all monies which may now or from time to time be payable for any reason whatsoever in respect of the premises or in any circumstances arising out of the objects of AHB.
 - (c) PROVIDED ALWAYS HOWEVER, and it is hereby expressly declared, that if from time to time or at any time AHB's funds shall be insufficient to pay, satisfy or otherwise discharge the aforesaid debts, liabilities and any other monies, no personal liability shall attach to the Trustees or any of them in respect of any such shortage or insufficiency and no claim in respect thereof shall be enforced personally against the Trustees or any of them and all such debts, liabilities and other monies shall be solely charged upon AHB's funds.
 - (d) Without derogating from their duties and responsibilities in the administration of the Trust the Trustees may in their absolute discretion take such advice as they see fit, and delegate such power and authority as they think fit, but not the exercise of any discretion conferred on the Trustees by these rules.
- 12.4 The Trustees shall meet as often as the business of AHB requires, but not less than once every year.

13.0 **APPOINTMENT OF TRUSTEES**

- 13.1 The Members have the power of appointing replacement Trustees as follows:
- (a) The Trustees shall provide the Secretary with the names of Members the Trustees wish to nominate as suitable for appointment as Trustee(s), and
 - (b) The Secretary shall at fourteen days notice, advise the Members in writing of the nominations of persons for possible appointment at a General Meeting as replacement

Trustee, and

(c) The Members may either elect at a General Meeting a replacement Trustee from those nominated by the Trustees, or may decline to do so, and

(d) If the Members are not prepared to appoint a Trustee nominated by the Trustees, then the Members may nominate such persons for election as a replacement Trustee as they think fit,

(e) All Trustee appointments shall be for a three year term.

13.2 No Trustee shall serve more than three consecutive three-year terms as a Trustee.

13.3 The Trustees shall retire in rotation with the intention that there be some continuity as Trustees change.

13.4 In the event of a Trustee dying or being disqualified, leaving a vacancy in the number of Trustees, the Committee shall elect a Committee Member to fill the vacancy and that person shall hold such office until the next Annual General Meeting or until the election and qualification of a successor.

13.5 The Trustees hereof shall be indemnified as are the Committee Members by Rule 7.9, mutatis mutandis, hereof.

14.0 EXECUTION OF DOCUMENTS

14.1 AHB shall have a Common Seal which shall be kept in safe custody and shall not be affixed to any deed or document except pursuant to a resolution of the Trustees.

14.2 Documents shall be executed for AHB pursuant to a resolution of the Committee:

14.3 By affixing the Common Seal witnessed by the two Committee Members, or

14.4 Where the document is not required by statute to be executed under common seal, by two Committee Members signing on behalf of AHB.

15.0 ALTERATION OF RULES

15.1 These Rules may be amended or replaced by resolution of any General Meeting called for that purpose passed by a majority of those Members present, provided that no amendment may be made which would:

(a) Result in AHB's removal from the register of charitable entities under the Charities Act 2005 or alter the exclusively charitable nature or tax-exempt status of AHB, or

(b) Alter the Rules restricting the purposes or objects of AHB to purposes or objects out of New Zealand, or

(c) Alter the Rules precluding Members from obtaining any personal benefit or profit from their Membership, or

(d) Imperil any tax beneficial status which the Inland Revenue Department may bestow upon on AHB such as a 'Donee Organisation' status, or

(e) Conflict with the provisions of the Charitable Trusts Act 1957 or Charities Act 2005, or

(f) Alter the Rules as to winding up, or

(g) Conflict with any of the Bylaws of the ASNZ.

15.2 Any proposed motion to amend or replace these Rules shall be given in writing to the Chairperson at least three weeks before the General Meeting at which the motion is to be considered, and accompanied by a written explanation of the reasons for the proposal.

15.3 At least 14 clear days before the General Meeting at which any such proposal is to be considered the Committee shall post written notice to all Members of the proposed motion, of the reason for the proposal, and of any recommendations from the Committee in respect thereof.

16.0 WINDING UP

16.1 AHB may be wound up under the provisions of the Charitable Trusts Act 1957.

16.2 If AHB is wound up, the surplus assets after payment of all debts, costs and liabilities shall be applied in accordance with the objects and purposes of AHB and the GAS and will be given or transferred to charitable organisations within New Zealand with similar objectives, as may be determined in accordance with the statute or resolution to wind up, but no distribution shall be made to any Member.