

RULES OF TAKI RUA PRODUCTIONS INCORPORATED

(as amended on 12 March 2019)

1. NAME

The name of the incorporated society will be TAKI RUA PRODUCTIONS INCORPORATED.

2. DEFINITIONS

In these Rules, unless the context otherwise requires:

- (a) "Board Hui" means any meeting of Ngā Kaiurungi;
- (b) "Hui-a-Tau" means the Annual General Meeting of the Members of Taki Rua;
- (c) "Hui Motuhake" means a Special General Meeting of the Members of Taki Rua;
- (d) "Kahukura" means the person employed or contracted as the Kahukura (Chief Executive) of Taki Rua;
- (e) "Kaihautū" means the chairperson or co-chairpersons of Ngā Kaiurungi appointed as Kaihautū under Rules 14.2.1 or 14.3;
- (f) "Kaitiaki Pūtea" means the person appointed as Kaitiaki Pūtea (Treasurer) under Rule 14.2.2;
- (g) "Kaiwhakahaere Matua" means the person employed or contracted as the Kaiwhakahaere Matua (General Manager) of Taki Rua;
- (h) "Kaiwhakarite" means the person holding the position of Kaiwhakarite under Rule 13;
- (i) "Member" means a member of Taki Rua;
- (j) "Ngā Kaiurungi o Taki Rua" and "Ngā Kaiurungi" mean the Board of Taki Rua established by Rule 14;
- (k) "Ngā Mātāpono o Taki Rua" means the principles set out in Rule 4.1.1;
- (l) "Ngā Uara o Te Hononga" means the values set out in Rule 4.1.2;
- (m) "Objects" means the objects of Taki Rua set out in Rule 3;
- (n) "Resolution" means a resolution passed at either a Hui-a-Tau or a Hui Motuhake by a majority of the Members present and voting;
- (o) "Special Resolution" means a resolution passed at either a Hui-a-Tau or a Hui Motuhake by at least two thirds of the Members of Taki Rua present and voting;
- (p) "Taki Rua" means Taki Rua Productions Incorporated;
- (q) "Te Reo" means Te Reo Māori, the Māori language; and

- (r) "Theatre" includes the performing arts.

3. OBJECTS

The Objects of Taki Rua are:

- 3.1 to provide opportunities to create, produce and perform Māori and Te Reo-based theatre;
- 3.2 to engage Māori communities in theatre;
- 3.3 to work co-operatively with other Māori-based theatre organisations and practitioners in advancing the interests of Māori and Te Reo-based theatre;
- 3.4 to take high quality Māori and Te Reo-based theatre to all New Zealanders; and
- 3.5 to take high quality Māori and Te Reo-based theatre to international audiences.

4. NGĀ MĀTĀPONO ME NGĀ TIKANGA

- 4.1 In advancing the Objects of Taki Rua and exercising its powers, Ngā Kaiurungi shall, where reasonably possible, be guided by:

4.1.1 Ngā Mātāpono o Taki Rua

The following principles guide the responsibilities and future development of Taki Rua as a Māori theatre organisation:

- (a) ***Te Whakarauora Reo*** (Revitalisation of Te Reo)

Contributing to the revitalisation of Te Reo through:

- (i) continuing the development of new Te Reo scripts for Taki Rua's annual Te Reo Māori Season;
- (ii) increasing the use of Te Reo in Taki Rua's mainstage productions;
- (iii) opening Taki Rua's programme selection to the wider community, including Iwi; and
- (iv) supporting the development of emerging Māori creative practitioners.

- (b) ***Whakawhanaungatanga*** (Partnership)

Establishing strategic partnerships that:

- (i) enable the co-production and presentation of new and established works with existing Māori theatre organisations and individual practitioners;
- (ii) increase the diversity, quantity and quality of what Taki Rua offers; and
- (iii) reduce the risk and financial burden on Taki Rua.

(c) **Te Koununga** (Quality)

Ensuring the quality of Taki Rua's productions through:

- (i) providing long term commitment to works that have already been through a development/initial performance process;
- (ii) supporting further script development prior to re-investing for future touring opportunities;
- (iii) developing of strategic relationships for marketing and presenting productions, including building deeper networks with Māori audiences; and
- (iv) improving quality assurance.

(d) **Te Arupūtea** (Viability)

Selecting and presenting mainstage and touring shows that:

- (i) increase audience box office and attendance numbers;
- (ii) secure stronger sponsorship and fundraising opportunities; and
- (iii) through increased partnerships with both theatres and funders, reduce the risk and burden on Taki Rua.

4.1.2 **Ngā Uara o Te Hononga:**

The following values, founded on tikanga Māori, reflect the kaupapa of Taki Rua as a Māori organisation:

- (a) **Manaakitanga:** Taki Rua's engagement and relationships are based on uplifting the mana of all

persons through mutual trust, honesty, respect and reciprocity;

- (b) **Whanaungatanga:** The importance of collaboration and mutual support in accordance with the dynamic of whanaungatanga is acknowledged in Taki Rua's internal and external relationships;
- (c) **Pūkengatanga:** We aspire towards excellence in all of our dealings with others in order to create high quality outcomes in all areas.
- (d) **Kotahitanga:** By working together we will enhance the mana and support the aspirations of Taki Rua and advance the interests of Māori theatre in Aotearoa; and
- (e) **Kaitiakitanga:** Taki Rua has responsibilities as kaitiaki in relation to the origins, past work and legacy of Taki Rua, the Members of Taki Rua and the wider Māori theatre community. These responsibilities also include the kōrero and mātauranga of the iwi and hapū of Aotearoa that is shared and expressed through Te Whare Tapere.

4.2 For the avoidance of doubt, Ngā Kaiurungi shall not pursue the Objects or exercise its powers in a manner that is inconsistent with the charitable status of Taki Rua.

5. MEMBERSHIP

- 5.1 Any person or corporate body may be enrolled as a Member by:
 - 5.1.1 making application to the Kaiwhakarite; and
 - 5.1.2 paying the annual membership fee (if any) set by Ngā Kaiurungi.
- 5.2 Ngā Kaiurungi may, in its discretion, set and amend an annual membership fee and may provide for different classes of membership with different annual or multi-year membership fees or with no membership fee.
- 5.3 The annual membership fee as determined by Ngā Kaiurungi will be notified to Members on the website maintained by Taki Rua and otherwise by such means as Ngā Kaiurungi considers appropriate.
- 5.4 Honorary lifetime membership of Taki Rua may be granted to a person in recognition of his or her significant contribution to Taki Rua and/or Māori theatre provided that:
 - 5.4.1 those persons who receive Te Tohu Tiketike o Taki Rua (lifetime contribution) awards from Taki Rua shall also receive honorary lifetime membership of Taki Rua;

5.4.2 except as provided in clause 5.4.1:

- (a) no more than two lifetime memberships may be granted in a calendar year; and
- (b) any proposal for the grant of lifetime membership must be approved by Resolution of Ngā Kaiurungi.

5.5 No membership fee shall be required to be paid by an Honorary Lifetime Member.

6. REGISTER

6.1 Taki Rua must keep a register of its Members, which must contain the names and addresses (including electronic mail addresses if provided) of the Members, and the dates on when they became Members.

6.2 Taki Rua must meet the requirements of the Privacy Act 1993 in relation to the storage, disclosure and use of personal information held on its register.

7. CESSATION OF MEMBERSHIP

7.1 A person or body corporate will cease to be a Member:

7.1.1 on written notice of resignation by the Member to the Kaiwhakarite; or

7.1.2 on the failure of the Member to pay his or her membership fee within 20 working days of receiving notice requiring payment of the membership fee.

7.2 No membership fee shall be refunded, in whole or in part, to a resigning Member.

8. HUI-A-TAU / ANNUAL GENERAL MEETING

8.1 Taki Rua shall hold a Hui-a-Tau once in each calendar year and not later than six months after the end of its financial year.

8.2 At each Hui-a-Tau:

8.2.1 Ngā Kaiurungi shall present an annual report of its activities and the business done by it during the preceding financial year of Taki Rua which:

- (a) must include a summary of Taki Rua's financial statements for that year;
- (b) should include any matters of interest or importance to Taki Rua that occurred during that period; and

- (c) may include such recommendations for approval by Members as Ngā Kaiurungi thinks fit; and
- 8.2.2 an election shall be conducted in accordance with Rule 9 to fill any vacant positions on Ngā Kaiurungi.
- 8.3 The date, time and location for the Hui-a-Tau shall be set by Ngā Kaiurungi and shall be notified to Members by the Kaiwhakarite at least 15 working days prior to the date of the Hui-a-Tau by:
 - 8.3.1 electronic mail to all Members for whom electronic mail addresses are held by Taki Rua; and
 - 8.3.2 publication on the Taki Rua website; and
 - 8.3.3 by such other means as Ngā Kaiurungi may, in its discretion, determine.
- 8.4 The Kaihautū shall chair any Hui-a-Tau, but if the Kaihautū is not in attendance at a Hui-a-Tau, the members of Ngā Kaiurungi present shall appoint one of the members of Ngā Kaiurungi to act as chair.

9. ELECTION

- 9.1 At each Hui-a-Tau there shall be a call for nominations, among the Members, to fill any vacant positions on Ngā Kaiurungi.
- 9.2 Any Member shall be eligible for election to Ngā Kaiurungi, except that:
 - 9.2.1 no person from time to time employed by Taki Rua shall be eligible for election to Ngā Kaiurungi;
 - 9.2.2 a Member who is a corporate body is not eligible for election to Ngā Kaiurungi; and
 - 9.2.3 any nominees must agree to their nomination before being considered for election to Ngā Kaiurungi.
- 9.3 If the number of nominees is equal to or less than the number of vacant positions, those nominees will be deemed to be duly elected as members of Ngā Kaiurungi.
- 9.4 If the number of nominees is more than the number of vacant positions, a vote of Members present at Hui-a-Tau will be held by secret ballot. Each Member present at the Hui-a-Tau shall be entitled to one vote for each vacant position on Ngā Kaiurungi.
- 9.5 Each member of Ngā Kaiurungi is elected for a term of three (3) years.
- 9.6 At the end of any three (3) year term, a retiring member of Ngā Kaiurungi is eligible for nomination and re-election for a further term or terms.

10. HUI MOTUHAKE / SPECIAL GENERAL MEETING

- 10.1 A Hui Motuhake may be called at any time:
- 10.1.1 by decision of the majority of Ngā Kaiurungi; or
 - 10.1.2 by written request to the Kaiwhakarite signed by ten (10) Members of Taki Rua stating the purpose for which a Hui Motuhake is required.
- 10.2 Upon notice of a decision or receipt of request in accordance with Rule 10.1, the Kaiwhakarite shall:
- 10.2.1 convene a Hui Motuhake within 20 working days of the decision or request; and
 - 10.2.2 give 15 working days' notice to Members of date, time and location of the hui and the proposed purpose of the hui by:
 - (a) electronic mail to all Members for whom electronic mail addresses are held by Taki Rua; and
 - (b) publication on the Taki Rua website; and
 - (c) by such other means as Ngā Kaiurungi may, in its discretion, determine.
- 10.3 The Kaihautū shall chair any Hui Motuhake, but if the Kaihautū is not in attendance at a Hui Motuhake, the members of Ngā Kaiurungi present shall appoint one of the members of Ngā Kaiurungi to act as chair

11. VOTING

- 11.1 A Resolution put to vote at any Hui-ā-Tau or Hui Motuhake (other than the election of members of Ngā Kaiurungi under Rule 9) shall be decided on a show of hands unless, before or on the declaration of the result of the show of hands, a written ballot is demanded:
- 11.1.1 by the Kaihautū; or
 - 11.1.2 by at least three Members present in person.
- 11.2 Unless a ballot is so demanded, a declaration by the Kaihautū that a Resolution has on a show of hands been carried or carried unanimously or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of Taki Rua shall be conclusive evidence of the fact without proof of the number or portion of the votes recorded in favour of or against a Resolution.

- 11.3 If a ballot is duly demanded, it shall be taken in such manner as the Kaihautū directs and the result of the ballot shall be deemed to be the result of the meeting at which the ballot was demanded and an entry to that effect in the book containing the minutes of the proceedings of Taki Rua shall be conclusive evidence of the fact without proof of the number or portion of the votes recorded in favour of or against a Resolution.
- 11.4 In case of an equality of votes whether on a show of hands or on a ballot, the members of Ngā Kaiurungi present at the hui shall each be entitled to a second vote. In the case of an equality of votes by the members of Ngā Kaiurungi, the Kaihautū or other member of Ngā Kaiurungi who is chairing the hui shall each be entitled to a second and casting vote.

12. QUORUM

- 12.1 The quorum at any Hui-a-Tau or Hui Motuhake shall be 10 members of Taki Rua. If a quorum is not present within a half hour after the time fixed for the holding of the hui:
- 12.1.1 no hui shall be held at that time;
 - 12.1.2 in the case of a Hui-ā-Tau, a further hui shall be held within 20 working days;
 - 12.1.3 in the case of a Hui Motuhake, a further hui shall be held within 20 working days if requested by the Members who called the Hui Motuhake or agreed by Ngā Kaiurungi; and
 - 12.1.4 if no quorum is present at the second Hui-a-Tau or Hui Motuhake, no hui shall be held and no further hui is required to be called.
- 12.2 The quorum at any Board Hui shall be 50% of the elected members of Ngā Kaiurungi, provided however that if a quorum is not present within a half hour after the time fixed for the holding of a meeting:
- 12.2.1 the meeting may proceed; and
 - 12.2.2 any decisions made at that hui may only take effect if they are approved by a majority of members of Ngā Kaiurungi as soon as practicable following the meeting and no later than the next scheduled Board Hui.

13. KAIWHAKARITE

The Kaiwhakarite of Ngā Kaiurungi shall be the person who from time to time is employed or contracted as the Kaiwhakahaere Matua of Taki Rua. If the position of Kaiwhakahaere Matua is unoccupied, Ngā Kaiurungi shall appoint another person as Kaiwhakarite until the position of Kaiwhakahaere Matua is again occupied.

14. NGĀ KAIURUNGI

- 14.1 Ngā Kaiurungi shall consist of not fewer than 6 and not more than 10 members who shall be elected in accordance with Rule 9.
- 14.2 At the first Board Hui of Ngā Kaiurungi following each Hui-a-Tau, Ngā Kaiurungi shall appoint from its members:
- 14.2.1 a Kaihautū (Chairperson); and
- 14.2.2 a Kaitiaki Pūtea (Treasurer).
- 14.3 Notwithstanding Rule 14.2.1, Ngā Kaiurungi may in its discretion appoint two of its members to the position of Kaihautū in which event:
- 14.3.1 Ngā Kaiurungi must have particular regard to gender equity and the benefits of collaboration and shared responsibility in making any such appointment decision;
- 14.3.2 the two members of Ngā Kaiurungi appointed as Kaihautū shall operate as co-chairpersons, subject to any directions from Ngā Kaiurungi in relation to the share of responsibilities between them;
- 14.3.3 for the purpose of any Board Hui, Hui-a-Tau or Hui Motuhake, the Kaihautū will, by agreement (or failing agreement, by decision of the other members of Ngā Kaiurungi), determine which of the Kaihautū will chair the Hui;
- 14.3.4 where any decision under these Rules or otherwise is required to be made by the Kaihautū, it will be made jointly (provided however that if the Kaihautū do not agree, the decision will be made by the other members of Ngā Kaiurungi).
- 14.4 Ngā Kaiurungi shall have the power to co-opt additional advisory members to Ngā Kaiurungi. In considering the appointment of any advisory members, Ngā Kaiurungi must consider the particular skills, experience and expertise that are necessary to contribute to the governance of Taki Rua. No co-opted advisory member of Nga Kaiurungi shall be entitled to exercise a vote at Board Hui or be counted for the purpose of forming a quorum at Board Hui.
- 14.5 Ngā Kaiurungi shall convene Board Hui at such dates, times and venues as Ngā Kaiurungi may from time to time consider necessary to discharge their responsibilities under these Rules
- 14.6 A Board Hui may also be requested by the Kaihautū, the Kahukura, or the written request of three (3) or more members of Ngā Kaiurungi.
- 14.7 The contemporaneous linking together by telephone or other means of communication, including video conferencing, of a number of the members of Ngā Kaiurungi representing not less than a quorum, whether or not any

one or more of them is out of New Zealand, will be deemed to constitute a valid Board Hui.

- 14.8 Subject to any other requirements in these Rules, Ngā Kaiurungi may adjourn or otherwise regulate Board Hui as they, in their discretion, think fit.
- 14.9 Ngā Kaiurungi shall strive for consensus in its decision-making, provided however that any Resolution at a Board Hui may be approved by the majority of the members of Ngā Kaiurungi present in person or by telephone or video link at the Board Hui.
- 14.10 At any Board Hui, a Resolution put to the vote of the hui will be decided by the Kaihautū or other person chairing the hui by counting the votes cast on a show of hands together with those cast by telephone or video link.
- 14.11 Ngā Kaiurungi may by Resolution appoint two (2) or more of its members to be a committee to inquire into or progress any matter on behalf of Ngā Kaiurungi.
- 14.12 Ngā Kaiurungi shall keep a proper record in a minute book of all decisions taken and business transacted at every Board Hui.
- 14.13 Ngā Kaiurungi may, in its discretion, allow Members to attend to whole or any part of a Board Hui.

15. POWERS OF NGĀ KAIURUNGI

- 15.1 To advance the Objects of Taki Rua, and without prejudice to any other powers conferred by these Rules, Ngā Kaiurungi shall have the following powers:
 - 15.1.1 to make rules and policies for the conduct of Taki Rua, including such rules and policies in relation to Ngā Kaiurungi and the staff and contractors of Taki Rua as may be necessary for the conduct of Taki Rua;
 - 15.1.2 to build, purchase, lease, rent, hold or otherwise acquire and/or furnish any building or premises for Taki Rua and the attainment of the Objects of Taki Rua;
 - 15.1.3 to sell, let, mortgage or otherwise dispose of or deal with any of the property or assets of Taki Rua;
 - 15.1.4 to make and give receipts, releases and other discharges for money payable to Taki Rua;
 - 15.1.5 to legally bind Taki Rua and issue legal proceedings on behalf and in the name of Taki Rua;

- 15.1.6 to invest and borrow, otherwise raise and deal with money of Taki Rua in such a manner as Ngā Kaiurungi thinks fit and to enter into an arrangement whether financial or otherwise with any government department, agency, enterprise or corporation and/or any other legal entity;
 - 15.1.7 to employ or contract a Kahukura (Chief Executive) and such other personnel as deemed necessary to ensure the proper functioning of Taki Rua;
 - 15.1.8 to appoint and to instruct delegates or representatives to bodies with which Taki Rua is affiliated or which have provision for representation of Taki Rua at their meetings; and
 - 15.1.9 to do all such other things which will advance the Objects of Taki Rua.
- 15.2 Every member of Ngā Kaiurungi, when exercising powers or performing duties as a member of Ngā Kaiurungi, must exercise the care, diligence and skill to be reasonably expected of a person acting in like circumstances, taking into account any special skills or experience that the member has.

16. PECUNIARY GAIN

- 16.1 No member of Ngā Kaiurungi may be an employee of Taki Rua.
- 16.2 Except as an employee or contractor of Taki Rua, no Member shall receive or obtain any pecuniary gain from the assets or operations of Taki Rua provided however that this rule shall not prevent the reimbursement of reasonable expenses to Members, including members of Ngā Kaiurungi, for services performed for Taki Rua.

17. INDEMNITY

Any member of Ngā Kaiurungi, officer or employee of Taki Rua may be indemnified or have their insurance costs met out of the assets of Taki Rua against any liability which he or she incurs in defending any civil or criminal proceedings issued because of his or her actions in relation to Taki Rua, where:

- (a) those proceedings do not arise out of any breach of trust or illegal act by the member of Ngā Kaiurungi, officer or employee; and
- (b) he or she was acting in good faith in a manner that he or she believed to be in the best interests of Taki Rua with the intent of fulfilling the Objects of Taki Rua.

18. AUDITOR

The accounts of the Society shall be audited each year by an Auditor who shall be a member of the New Zealand Society of Accountants. The Auditor shall be appointed by Ngā Kaiurungi.

19. FINANCE

- 19.1 The financial year of Taki Rua shall commence on the 1st day of January and end on the 31st day of December the same year.
- 19.2 All money received by or on behalf of Taki Rua shall forthwith be paid into Taki Rua's bank account and all cheques or withdrawal slips drawn on the account shall be signed by either the Kaiwhakarite or the Kaitiaki Pūtea and any other signatories appointed by Ngā Kaiurungi.
- 19.3 The Kaitiaki Pūtea shall keep, or cause to be kept, in books to be provided for that purpose, a proper account of:
- 19.3.1 the income and expenditure of Taki Rua, and of the matters in respect of which some income and expenditure arises and takes place respectively; and
 - 19.3.2 the property, credits and liabilities of Taki Rua.
- 19.4 The Kaitiaki Pūtea shall produce the account books, properly written up, when required by Ngā Kaiurungi or the Auditor.
- 19.5 The Kaiwhakarite shall within 10 working days of the Hui-a-Tau file with the Registrar of Incorporated Societies the financial statements required to be filed pursuant to section 23 of the Incorporated Societies Act 1908.

20. INSPECTION OF BOOKS

- 20.1 Taki Rua shall hold at its offices and make available for inspection by any Member:
- 20.1.1 the Annual Report for each of the preceding three (3) Financial Years;
 - 20.1.2 the Consolidated Financial Statements for the preceding three (3) Income Years;
 - 20.1.3 any current strategic or long-term plan prepared by Taki Rua;
 - 20.1.4 the minutes of all decisions made and business transacted at every Hui-a-Tau and Hui Motuhake; and
 - 20.1.5 the current Rules of Taki Rua.

- 20.2 For the avoidance of doubt, but subject to Ngā Kaiurungi's express reporting obligations under Rules 8.2.1, 20.1.1 and 20.1.2, Ngā Kaiurungi may, in their discretion, limit the disclosure of any information about the activities or proposed activities of Taki Rua which Ngā Kaiurungi consider on reasonable grounds to be commercially or otherwise sensitive.

21. THE SEAL

- 21.1 Ngā Kaiurungi shall approve a seal for Taki Rua which shall be obtained by and kept in the company of the Kaiwhakarite at the offices of Taki Rua.
- 21.2 The seal shall not be affixed to any document except pursuant to a Resolution of Ngā Kaiurungi and accompanied by the signature of:
- 21.2.1 any two members of Ngā Kaiurungi; or
- 21.2.2 any member of Ngā Kaiurungi and the Kahukura.
- 21.3 Any contract with Taki Rua shall be in writing and signed by a member of Ngā Kaiurungi, or the Kahukura or the Kaiwharehaere Matua, in each case acting on behalf of and under the express authority of Ngā Kaiurungi.

22. AMENDMENT OF RULES

- 22.1 These Rules may be amended by a Special Resolution passed at a Hui-a-Tau or Hui Motuhake provided that:
- 22.1.1 30 working days' notice in writing of the intention to move a Special Resolution to amend the Rules must be given to the Kaiwhakarite;
- 22.1.2 the Kaiwhakarite must, not less than 15 working days before the hui, give notice to Members of the proposed amendments to the Rules;
- 22.1.3 no amendment to the Rules shall enable any Member to receive any pecuniary benefit as a result of the amendment other than in respect of services rendered to Taki Rua under a contract; and
- 22.1.4 no amendment shall be made which would affect the charitable status of Taki Rua.

23. WINDING UP

- 23.1 Taki Rua may only be wound up if:
- 23.1.1 Members have, by majority of those present and voting, resolved at a Hui-a-Tau or Hui Motuhake to consider the wind-up of Taki Rua; and

- 23.1.2 a second Hui Motuhake is called within a further period not less than 25 working days for which express notice to Members is given of a Resolution to wind-up Taki Rua and the opportunity is given to vote in person or by proxy at that hui; and
 - 23.1.3 Members, by majority of those voting in person or by proxy at that Hui Motuhake, resolve to wind-up Taki Rua.
- 23.2 If a Resolution to wind-up Taki Rua is passed under Rule 23.1.3:
- 23.2.1 Taki Rua shall be wound up; and
 - 23.2.2 all surplus assets after payment of all costs and liabilities of Taki Rua shall be distributed among such organisation or organisations within New Zealand which is or are not carried out for the private pecuniary profit of any individual, and which has Objects similar to those of Taki Rua, as Ngā Kaiurungi thinks fit to be held in trust by that organisation or those organisations solely for charitable purposes within New Zealand.