

pharmacydefence  
ASSOCIATION



# RULES

OF THE PHARMACY DEFENCE  
ASSOCIATION of NEW ZEALAND  
INCORPORATED

**Indispenseable**

*JUNE 2015*

# CONTENTS

	Page Number
1. Name -----	TWO
2. Definitions -----	TWO
3. Objects -----	TWO
4. Powers -----	THREE
5. Membership -----	FOUR
6. Cancellation of membership -----	FOUR
7. Effect of cancellation -----	FIVE
8. Subscriptions and fees -----	FIVE
9. General Meetings -----	FIVE
10. Votes of Members -----	SEVEN
11. The Board -----	SEVEN
12. Powers of the Board -----	SEVEN
13. Appointment and retirement of Board Members -----	EIGHT
14. Remuneration and expenses of Board Members -----	NINE
15. Proceedings of the Board -----	NINE
16. Minutes -----	TEN
17. The Seal -----	TEN
18. Audit -----	TEN
19. Liability of Members -----	ELEVEN
20. Indemnity -----	ELEVEN
21. Alteration to Rules -----	ELEVEN
22. Winding up -----	ELEVEN

## 1. NAME

- 1.1 The name of the Society is “The Pharmacy Defence Association of New Zealand Incorporated” (“PDA”).

## 2. DEFINITIONS

- 2.1 In these Rules, unless the context otherwise requires:
- “**Act**” means the Incorporated Societies Act 1908;
  - “**AGM**” means the annual general meeting of Members, convened and conducted in accordance with these Rules;
  - “**Board**” means the Board of Management for the time being, elected or appointed in accordance with these Rules;
  - “**Chairperson**” means the chairperson of PDA for the time being, appointed in accordance with these Rules;
  - “**Board Member**” means a member of the Board for the time being, elected or appointed in accordance with these Rules;
  - “**Member**” means any person who is a member of PDA in accordance with these Rules;
  - “**PDA**” means The Pharmacy Defence Association of New Zealand Incorporated;
  - “**Rules**” means these rules as originally framed or as from time to time altered by resolution of PDA in terms of rule 21;
  - “**Seal**” means the common seal of PDA; and
  - “**Vice-Chairperson**” means the vice-chairperson of PDA for the time being, appointed in accordance with these Rules.

## 3. OBJECTS

### 3.1 General

The objects of PDA are:

- (a) to promote, support and protect the character, status and interests of pharmacists;
- (b) to promote high standards of professional practice of pharmacists;
- (c) to give, at its discretion, advice or legal assistance to:
  - (i) Members;
  - (ii) applicants for membership;
  - (iii) former members; or
  - (iv) the personal representatives of deceased members, in relation to issues which affect them in their professional practice as pharmacists;
- (d) to indemnify, at its discretion, wholly or in part, and on terms and conditions as may from time to time seem expedient:
  - (i) Members;
  - (ii) applicants for membership;
  - (iii) former members; or
  - (iv) the personal representatives of any deceased member, against liability, loss, costs or expenses arising from their professional practice as pharmacists, excluding fines or penalties.

- (e) to take part in any proceedings, whether legal or otherwise, in which a question of importance to the Members or pharmacy practice in general is or is likely to be determined;
- (f) to make suitable provision, including the taking of financial measures, for mitigating the risks or liabilities of PDA and/or its Members;
- (g) to participate in the development of legislative measures likely to benefit the Members;
- (h) at its discretion, to provide or procure the provision to its Members of advice, assistance or services on any matters relating to their professional or business affairs; and
- (i) to cooperate or amalgamate with, or become a member of, any other Association having similar aims or objects.

### **3.2 Interpretation of objects**

Each of the objects set out in rule 3.1 shall be an independent main object and shall not be limited or restricted by reference to or inference from any other object.

### **3.3 Pecuniary gain not an object**

The pecuniary gain of Members is not an object of PDA. No Member shall be entitled to receive any dividend out of subscriptions, fees, donations or other income or funds of PDA (provided that any Member may contract with PDA for the supply of services or property for such consideration as is reasonable and Board Members may be paid in accordance with rule 14.1).

## **4. POWERS**

- 4.1 PDA shall have the power to do all such things incidental or conducive to the attainment of its objects including:
- (a) the purchase, lease, exchange or hire of any real or personal property;
  - (b) the taking or acquisition of all or any rights or privileges which PDA may think necessary or convenient for the purpose of its objects or any of them;
  - (c) the making of any agreement or contract;
  - (d) the making, acceptance, endorsement or execution of promissory notes, bills of exchange and other negotiable instruments;
  - (e) the investment of monies not immediately required upon such security or otherwise as may from time to time be determined;
  - (f) raising or borrowing money in such manner as PDA shall think fit; and
  - (g) selling, managing, developing, leasing, mortgaging, charging, disposing of or otherwise dealing in any way with all or any part of PDA's property.

## 5. MEMBERSHIP

### 5.1 Membership categories

The Board shall from time to time specify the category of persons or groups of persons who are eligible for membership of PDA and may set different terms or conditions (including the rate and method of payment of subscriptions) for each category or group as it may see fit.

### 5.2 Membership

Any person within a category or group specified by the Board as eligible for membership may become a member subject to these Rules.

### 5.3 Form of application

All applications for membership shall be made to the Board in writing in a form as prescribed by the Board from time to time. Every application shall include an address to which notices to be given pursuant to these Rules are to be sent. It is the obligation of every Member to notify PDA of any changes in their address.

### 5.4 Acceptance/Refusal of applications

The Board shall have an absolute discretion whether or not to accept or refuse an application for membership or a renewal of membership of PDA. The Board shall not be bound to give any reason for any acceptance or refusal in respect of an application for membership or a renewal of membership of PDA.

### 5.5 Membership personal

The rights and privileges of each Member shall be personal to that Member and cannot be transferred.

### 5.6 Early notification required

Any Member or other person seeking any assistance from PDA must provide immediate notice of any circumstance which may result in action against them. The absence of such timely notice may result in PDA declining to provide assistance.

## 6. CANCELLATION OF MEMBERSHIP

6.1 Any Member may have his or her membership of PDA cancelled by the Board if:

- (a) the Member concerned:
  - (i) becomes insolvent or goes bankrupt;
  - (ii) makes any assignment for the benefit of, or enters into any arrangement or composition with, his or her creditors;
  - (iii) has a receiver, trustee, manager (including a statutory manager) appointed in respect of all or any of his or her property; or
  - (iv) any proceedings are commenced for the bankruptcy of the Member concerned;
- (b) the Member's right to practice pharmacy is affected by:

- (i) the removal of their name from the Pharmacy Register or whose licence or entitlement to practice in any place is withdrawn or cancelled; or
- (ii) if they have been found guilty of professional misconduct in disciplinary proceedings in any jurisdiction (whether in those words or not and whether or not any penalty may have been imposed); or
- (c) in the opinion of the Board, the Member has broken any undertakings to PDA or any of the Rules or is guilty of discreditable conduct or conduct prejudicial to the interests of PDA.

## **7. EFFECT OF CANCELLATION**

- 7.1 The cancellation of any Member's membership of PDA shall not result in a refund of any subscription or additional fees and the liability to pay any subscription or additional fees due and owing shall remain.

## **8. SUBSCRIPTIONS AND FEES**

### **8.1 Subscription**

Members shall pay:

- (a) to confirm or renew membership of PDA, an annual subscription in such amount and manner and on such dates as set by the Board from time to time; and
- (b) such additional fees as shall be fixed from time to time by the Board.

### **8.2 Withdrawal from Membership**

A Member may at any time withdraw from membership by giving at least 14 days' clear written notice to PDA.

### **8.3 Default**

If any Member makes default in any payment in whatsoever nature due to PDA, subject to any contrary decision made by the Board:

- (a) the Member shall cease to be entitled to any benefits of membership 14 days after the date due for the payment without prejudice to rule 10.2; and
- (b) if the default continues for 28 days, the Member's right to membership shall be cancelled.

## **9. GENERAL MEETINGS**

### **9.1 AGMs**

PDA shall hold an AGM in each year in addition to the other general meetings in that year and shall specify the meeting as such in the notices calling it. Not more than 15 months shall elapse between the date of one AGM and the next.

### **9.2 Other general meetings**

A general meeting other than an AGM shall be convened whenever it is required by the Board.

### 9.3 **Notice of general meetings**

A notice of general meeting shall be sent to every Member at least 14 days before the meeting. The notice shall specify the date, time and venue of the meeting and the general business to be transacted.

### 9.4 **Failure to give notice**

The accidental omission to give notice to or the nonreceipt of any notice by any Member shall not invalidate the proceedings at the general meeting.

### 9.5 **Quorum**

No business shall be transacted at any general meeting unless a quorum is present. A quorum shall be not less than six (6) persons entitled to vote upon the business to be transacted and present in person or by proxy.

### 9.6 **Chair of general meetings**

The Chairperson shall chair any general meeting. If the Chairperson is absent or unwilling to take the chair, the Vice-Chairperson will chair the general meeting. If the Vice-Chairperson is also absent or unwilling to take the chair, those members of the Board who are present may choose one of their number to chair the meeting or, if no such person is willing to act as chair, then those Members entitled to vote may elect any person entitled to be present as chair of that meeting.

### 9.7 **Adjourning general meetings**

The chairperson of the general meeting may, with the consent of the meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.

9.8 If a general meeting is adjourned for more than 28 days, then at least 14 clear days' notice shall be given specifying the date, time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

### 9.9 **Voting at Meetings**

At any general meeting:

- (a) a poll may be directed by the chairperson of the general meeting or demanded by any Member whether present at the meeting or by proxy;
- (b) the chairperson of the general meeting shall determine whether resolutions are to be put to the vote of the meeting by a show of hands, a poll, or by some other means;
- (c) in the case of a resolution put to the vote of the meeting by a show of hands, a

declaration by the chairperson of the general meeting as to the effect of a resolution and an entry in PDA's books shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution; and

- (d) a poll may be demanded either before the declaration of the result by a vote by a show of hands or immediately thereafter before the meeting moves to the next business or it adjourns.

#### 9.10 **Powers in general meeting**

The Members in a general meeting may, by majority of the votes of Members present and voting, exercise all powers, authorities and discretions of PDA reserved to be exercised in a general meeting or at law.

### 10. VOTES OF MEMBERS

#### 10.1 **One vote per Member**

Each Member shall be entitled to one vote, which may be exercised in person or by proxy.

#### 10.2 **No vote if subscriptions/fees unpaid**

No Member shall be entitled to vote in person or by proxy unless they have paid all annual subscriptions and additional fees presently payable to PDA.

#### 10.3 **Form of proxy**

A Member wishing to appoint a proxy shall nominate another Member who is entitled to vote. The nomination must be in writing and in a form which the Board may approve.

#### 10.4 **Delivery of form appointing proxy**

The form nominating a proxy shall be delivered to the registered office of the PDA twenty-four (24) hours before the time fixed for the meeting. The form may be served by email or facsimile.

### 11. THE BOARD

- 11.1 The Board shall consist of not fewer than six (6) and not more than eight (8) elected Board Members and up to two (2) further persons appointed by the elected Board Members with relevant skills and expertise.

### 12. POWERS OF THE BOARD

#### 12.1 **Management**

The affairs of PDA shall be managed by the Board which may exercise all powers of PDA and do on its behalf all such acts as it may deem necessary or expedient and are not by these Rules required to be exercised or done by Members in a general meeting.

#### 12.2 **Committees or subcommittees**

The Board may appoint and dissolve committees and subcommittees to consider specific



issues and to report back. Persons appointed to such committees need not be Board Members or Members. The Board shall regulate the proceedings of all such committees at its complete discretion.

### 12.3 **Contracting**

The Board may enter into or authorise the entry into of such contracts and do or authorise the doing of all such acts or things as it may deem expedient for the purposes of PDA. All documents and writings may be signed on behalf of PDA by 2 Board Members or such other process as the Board may determine from time to time.

## 13. APPOINTMENT AND RETIREMENT OF BOARD MEMBERS

### 13.1 **Rotation**

No Board Member shall serve for more than three (3) years without re-election, with at least two (2) Board Members standing down each year.

### 13.2 **Re-appointment of retiring Board Members**

If the Members at an AGM do not fill the vacancy of a retiring Board Member then that same retiring Board Member shall be deemed to have been re-appointed unless the retiring Board Member is unwilling to act, it is resolved not to fill the vacancy, or a resolution for the re-appointment of the Board Member is put to a general meeting and lost.

### 13.3 **Procedure for Election**

No person other than a retiring Board Member shall be elected to membership of the Board at an AGM unless:

- (a) he or she is recommended by the Board; or
- (b) not less than seven (7) clear days before the date appointed for the meeting, notice executed by a Member qualified to vote at the meeting has been given to PDA of the intention to propose that person for election together with notice executed by that person of his or her willingness to be elected.

A retiring Board Member may, if willing to act, be re-elected.

### 13.4 **Election**

Members at an AGM may elect a person who is willing and qualified to act to be a Board Member, by ordinary resolution, either to fill a vacancy or as an additional Board Member.

### 13.5 **Appointment by Board**

The Board may also appoint a person who is willing and qualified to act to be a Board Member provided it does not exceed the maximum fixed by these Rules. The person so appointed shall hold office only until the next following AGM unless confirmed further by that meeting.

### 13.6 **Chairperson and Vice-Chairperson**

As soon as possible after the AGM each year, the Board Members shall meet and appoint from those of them who have been elected a Chairperson and a Vice-Chairperson.

13.7 The Chairperson and Vice-Chairperson shall until the appointment of their successors continue to exercise the duties of their respective offices.

### 13.8 **Disqualification and Removal of Board Members**

A Board Member shall vacate his or her office if:

- (a) he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
- (b) he or she is or may be suffering from mental disorder and either –
  - (i) he or she is admitted to hospital under the Mental Health (Compulsory Assessment and Treatment) Act 1991; or
  - (ii) an order is made by a court having jurisdiction to appoint another person to exercise powers with respect to his or her property or personal affairs;
- (c) he or she resigns his or her office by written notice to PDA;
- (d) he or she is absent for more than six consecutive months without permission from Board meetings and the Board so resolves; or
- (e) the Board so resolves.

## 14. REMUNERATION AND EXPENSES OF BOARD MEMBERS

14.1 The Board Members shall be paid by PDA such reasonable travelling, hotel and other expenses as they may incur in attending or returning from Board meetings or which they may otherwise incur in or about PDA affairs. The Board Members may also be paid by way of remuneration at such rates as are determined by the Board from time to time.

## 15. PROCEEDINGS OF THE BOARD

### 15.1 **General**

The Board may meet together for the despatch of business, adjourn, and otherwise regulate its meetings and proceedings as it sees fit. The Board may choose to meet via telephone conference call or video-link. Any two Board Members may call a meeting of the Board. Resolutions shall be decided by a simple majority of votes of those attending and voting. In the case of an equality of votes the chairperson of the meeting shall have a second or casting vote. Unless otherwise fixed by the Board, the quorum for a Board meeting shall be either 50% of current Board Members or four whichever is the lower.

### 15.2 **Chair of meetings**

The Chairperson shall chair meetings of the Board. In his or her absence, the Vice-Chairperson shall chair meetings. The Board shall otherwise elect one of its members to chair meetings if the Chairperson and Vice-Chairperson are absent.

### 15.3 **Defective Appointment**

All acts done at any meeting of the Board or committee of the Board or by any persons acting as Board Members or committee members shall be valid notwithstanding that it

shall be afterwards discovered that there was some defect in the appointment of any Board Member or committee member.

#### **15.4 Written Resolutions**

A resolution in writing signed by all Board Members entitled to receive notice of a meeting of the Board shall be as valid and effectual as it if had been passed at a meeting of the Board duly convened and held, and may consist of several documents in a like form each signed by one or more Board Members.

#### **15.5 Voting**

A Board Member shall not vote at a meeting of the Board on any resolution concerning a matter in which he or she has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of PDA.

15.6 A Board Member shall not be counted in a quorum present at a meeting in relation to a resolution on which he or she is not entitled to vote.

15.7 Members at an AGM may, by ordinary resolution, suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Rules prohibiting a Board Member from voting at a meeting of the Board.

15.8 If a question arises as to the right of a Board Member to vote, the question may be referred to the chairperson of the meeting and his or her ruling in relation to any Board Member other than him or herself shall be final and conclusive.

### **16. MINUTES**

16.1 The Board will cause minutes to be kept to record:

- (a) all appointments of the Chairperson, the Vice- Chairperson, the Board Members and members of committees; and
- (b) all proceedings at general meetings, Board meetings and meetings of committees.

### **17. THE SEAL**

17.1 The Board will keep and provide for safe custody of the Seal. The Seal shall only be used by the authority of the Board or a duly authorised committee of the Board. Any instrument to which the Seal is affixed shall be signed by two Board Members unless the Board otherwise determines.

### **18. AUDIT**

18.1 The Board will cause proper books and accounts to be kept. The books and accounts of PDA shall be audited each year by an auditor appointed for that purpose by the Board which will also fix the remuneration of the auditor.

## 19. LIABILITY OF MEMBERS

19.1 No Member shall be under any liability in respect of any contract or other obligation made or incurred by PDA.

## 20. INDEMNITY

20.1 No action in law or otherwise shall lie in favour of any Member against any other Member or the Board in respect of any matter or thing done or omitted to be done pursuant to these Rules, notwithstanding any irregularity or informality in the observance of these Rules (except in respect of any loss or expense arising from the wilful default of the person against whom such action is taken).

## 21. ALTERATION TO RULES

21.1 These Rules may be amended at any AGM or other general meeting provided:

- (a) notice is given to Members stating the general tenor of any proposed amendment;
- (b) the meeting may amend any such proposals; and
- (c) it is agreed by a resolution of at least two-thirds of Members present at such meeting and entitled to vote.

No alteration to the Rules may be made which would in any way alter the charitable nature of PDA and no alteration will be valid unless and until accepted by the Registrar of Incorporated Societies.

## 22. WINDING UP

22.1 In the event of PDA being wound up, any surplus assets after the payment of liabilities and the expenses of the winding up shall be vested in the trustees to be appointed by a general meeting and shall be applied by the trustees at their discretion towards the attainment or the furtherment of any PDA objects.

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