

The Regulations Establishing a Region of the

Australian and Aotearoa New Zealand Psychodrama Association Incorporated in <Region Name>

Prologue to the Regulations

This set of regulations is a cultural conserve whose purpose is to enable the life of The Australian and Aotearoa New Zealand Psychodrama Association, Incorporated - hereinafter referred to as AANZPA, Inc. - to flourish in <Region Name> in such a way that developments here may uniquely suit the local vision, needs and cultural and legal contexts under the established Constitution, principles and procedures of AANZPA, Inc.

Its use is intended to promote the application of the psychodrama method and principles in living interaction and not to substitute legalistic functioning for the resolution of conflicts.

It specifies those aims and procedures which are most central and essential to the identity of AANZPA, Inc. and this <Region Name> Region of AANZPA, Inc. among other items which are mainly legal requirements enabling the administration of the Region.

Less essential, more flexible matters are recorded elsewhere as procedures and policies.

Definitions

From time to time some words are used which have special meanings so that these regulations may facilitate and encourage spontaneity and the expression of other psychodrama principles in the life of AANZPA, Inc. <Region Name>.

Psychodrama itself is used in these regulations as originally coined by J.L.Moreno to designate the coherent body of philosophy, theory and technique which he founded and its subsequent developments.

Spontaneity is used to denote the factor resulting in the warm-up to a new and adequate response to a situation. It is the catalyst for creativity.

Cultural conserve refers to any product of creativity. It includes music scores, movies, rituals, novels, computers, training manuals, regulations and constitutions.

Sociometry is referred to, for instance, in Clause 9.7 on the selection of the committee. Sociometric principles and procedures, which relate to the measurement of the patterns of connection between individuals and between groups, may be found in the literature.

THE REGULATIONS OF

The Australian and Aotearoa New Zealand Psychodrama Association, Incorporated <Region Name>

1. NAME

The name of the Region established by regulation is "The Australian and Aotearoa New Zealand Psychodrama Association, Incorporated <Region Name>", hereinafter referred to as AANZPA, Inc. <Region Name>.

2. RELATIONSHIP

The relationship of the Region with AANZPA, Inc.:

2.1 AANZPA, Inc. <Region Name>, is the <Region Name> Region of AANZPA, Inc.

2.2 AANZPA, Inc. <Region Name> has been established by a regulation of the Executive of AANZPA, Inc., according to Clause 7.11 of the Constitution of AANZPA, Inc., after consultation with and at the request of the members of AANZPA, Inc. residing in the geographical area delineating the region.

2.3 The objects of AANZPA, Inc. <Region Name> are an amplification of the objects of AANZPA, Inc. Clause 3.1 of the Constitution of AANZPA, Inc.

2.4 Where there may be a conflict between these regulations and the Constitution of AANZPA, Inc. the latter takes precedence.

2.5 Where there may be a conflict between policies and decisions of AANZPA, Inc. <Region Name> and those of AANZPA, Inc., the latter takes precedence.

2.6 A copy of the minutes of each General Meeting of AANZPA, Inc. <Region Name> will be forwarded to the secretary of AANZPA, Inc., within one month of such meeting.

2.7 An annual report of the activities and life of AANZPA, Inc. <Region Name>, will be forwarded in writing to the secretary of AANZPA, Inc., one month before the Annual General Meeting of AANZPA, Inc.

3. OBJECTS

The purpose of AANZPA, Inc. <Region Name> is to further the objects of AANZPA, Inc. - Constitution Clause 3.1 - in the region. In particular, objects of the AANZPA, Inc. Region are:

3.1 To promote understanding and use of Psychodrama and related action methods in <Region Name> in accordance with the standards set by AANZPA, Inc.

3.2 To sponsor and advertise groups and public activities led by persons recognised as qualified by AANZPA, Inc. in consultation with the Psychodrama Training Institutes in <Region Name>, accredited by AANZPA, Inc.

3.3 To sponsor and advertise groups and activities to promote the values of creativity, spontaneity and freedom that underlie the Psychodrama method and to encourage the integration of these values into people's personal and professional lives.

3.4 To organise activities designed to inform professional groups and the public about Psychodrama and its applications.

3.5 To organise activities that increase members' experience and understanding of Psychodrama and its applications.

3.6 To enhance the sociometry of members of AANZPA, Inc. <Region Name> with each other and between them and the wider community.

3.7 To maintain liaison with AANZPA, Inc., accredited Psychodrama Training Institutes in <Region Name> and other organisations having similar and complementary objects to AANZPA, Inc.

4. POWERS

AANZPA, Inc. <Region Name> shall have the following powers:

4.1 To accept any grant, subsidy, gift of real or personal property whether subject to any trust or not.

4.2 To establish and execute any trusts whose undertaking may be incidental to the attainment of any of the objects of AANZPA, Inc. <Region Name>.

4.3 To invest the funds of AANZPA, Inc. <Region Name> under its charge, and not immediately required, upon such security or investments as the committee may from time to time determine.

4.4 To enter into such contracts or arrangements as the Committee shall think fit.

4.5 To acquire, hold and dispose of any real and personal property for the purposes of AANZPA, Inc. <Region Name>, and to exercise all powers with such property or local title in the Region, as is given to an Incorporated Association in Australia by The Associations Incorporation Act of South Australia and to an Incorporated Society in Aotearoa New Zealand by The Incorporated Societies Act (as are amended from time to time) or any subsequent like legislation.

4.6 To apply solely towards the objects of AANZPA, Inc. <Region Name> the income and property of AANZPA, Inc. <Region Name>, wherever derived. Any income, benefit or advantage shall be applied to the charitable purposes of the society.

4.7 No member of AANZPA, Inc. <Region Name> or any person associated with a member shall participate in or materially influence any decision made by the society in respect of the payment to or on behalf of that member or associated person of any income, benefit or advantage whatsoever. Any such income paid shall be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value). The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

4.8 To do all such acts or things as are or may be conducive to the attainment to any of the objects of AANZPA, Inc. <Region Name>.

4.9 Notwithstanding clauses 4.1 to 4.8 hereof, AANZPA, Inc. <Region Name> shall not enter into contracts, purchases, acts or other things as would in any way obligate or commit AANZPA, Inc. without first having written consultation with and approval from the Executive of AANZPA, Inc., by letters to and from the Secretary of AANZPA, Inc.

5. MEMBERSHIP

All categories of members of AANZPA, Inc.: Honorary, Distinguished, Ordinary and Associate, who normally reside in this <Region Name> region of AANZPA, Inc., and these only, are members of AANZPA, Inc. <Region Name>.

6. RIGHTS OF MEMBERSHIP IN THIS REGION

A member of AANZPA, Inc. <Region Name> shall be entitled:

6.1 To stand for election to the region's committee.

6.2 To nominate or second a candidate for election to the committee.

6.3 To attend, participate and vote at General Meetings of AANZPA, Inc. <Region Name>.

6.4 To receive adequate notice of AANZPA, Inc. <Region Name>'s activities or activities are undertaken on its behalf.

6.5 To attend and participate in functions, events or activities organised for members by AANZPA, Inc. <Region Name>, or by the committee on its behalf.

6.6 To use the facilities for members made available by AANZPA, Inc. <Region Name>.

6.7 To such other benefits as the committee may from time to time determine.

7. THE COMMITTEE

The committee shall function as follows unless otherwise agreed between AANZPA, Inc. <Region Name> and the Executive of AANZPA, Inc.

7.1 The management of AANZPA, Inc. <Region Name> shall be entrusted to a committee of AANZPA, Inc. <Region Name> members.

7.2 The committee shall consist of three (3) office bearers: namely, the President, the Secretary, and the Treasurer, at least one of whom is an ordinary or distinguished member of AANZPA, Inc. Committees may include other general committee members.

7.3 There shall be elected at each Annual General Meeting the three (3) office bearers and any other committee members.

7.4 The committee may co-opt other members of AANZPA, Inc. <Region Name> to the committee.

7.5 An elected committee member shall serve on the committee for a term of one year. The term of a co-opted member shall expire immediately prior to the Annual General Meeting.

8. POWERS OF THE COMMITTEE

The committee shall (subject to these regulations and any direction given by a General Meeting of AANZPA, Inc. <Region Name>) exercise all the powers of AANZPA, Inc. <Region Name>. In particular, the committee shall have the following powers:

8.1 To appoint, remove and pay such staff - either permanent or temporary - as may be necessary or desirable for the purposes of AANZPA, Inc. <Region Name>. To determine their duties and the terms of their employment.

8.2 To determine and pay all expenses and outgoings which may be incurred in carrying out the objects of AANZPA, Inc. <Region Name>.

8.3 To do all or any such other acts and things as are or may be incidental or conducive to the attainment of the objects of AANZPA, Inc. <Region Name>.

8.4 To promulgate from time to time standing orders for the regulation of its business.

8.5 The committee may delegate any of its powers to sub-committees consisting of such members of AANZPA, Inc. <Region Name>, as it thinks fit with such specific powers and duties as it may from time to time determine.

8.6 Notwithstanding clauses 8.1 to 8.5 hereof, the committee of AANZPA, Inc. <Region Name> shall not enter into contracts, purchases, acts or other things as would in any way obligate or commit AANZPA, Inc. without first having written consultation with and approval from the Executive of AANZPA, Inc., by letters to and from the Secretary of AANZPA, Inc.

9. ELECTION OF COMMITTEE MEMBERS

The following rules apply to the election of committee members:

9.1 Committee members shall be elected at the Annual General Meeting provided for in these regulations.

9.2 All members, whether elected or co-opted, shall retire before the Annual General Meeting.

9.3 An office bearer shall be deemed to have retired before the Annual General Meeting for the purpose of the elections referred to in this clause, but for all other purposes shall be deemed to hold office until the close of the Annual General Meeting or until the new office bearers are declared elected, whichever is the later.

9.4 Every retiring member of the committee shall be eligible for re-election.

9.5 Nominations for election as office-bearers or ordinary members of the committee shall be proposed and seconded by members in writing before, or otherwise from the floor of, the Annual General Meeting.

9.6 If the number of nominations for any place of office or position on the committee does not exceed the number of vacancies in each case, the chairperson of the Annual General Meeting shall declare the nominated candidates duly elected.

9.7 In the event that there is more than one candidate nominated and seconded for a vacancy, a selection shall be conducted in accordance with sociometric principles and procedures by a person appointed by a majority of the meeting.

10. COMMITTEE MEETINGS

10.1 There shall be at least one committee meeting in every three (3) calendar months.

10.2 Extraordinary committee meetings may be called by notice delivered to the Secretary to the committee at least fourteen (14) days before the time nominated in the notice for the meeting, conveying the purpose of the meeting and the name of the member calling the meeting.

10.3 The President shall normally chair meetings of the committee and shall have a deliberative and casting vote at such meetings.

10.4 The Secretary shall have all the powers of the President on all occasions when the President is absent or unable to attend to presidential duties.

10.5 All members of the committee shall have a deliberative vote.

10.6 A quorum for any meeting shall be three (3) members of the committee.

10.7 Minutes of the proceedings of every committee meeting shall be documented and approved by the committee as conclusive evidence the proceedings were regular and took place at a meeting convened and held, and shall be binding on all members of AANZPA, Inc. <Region Name> except as to any irregular proceedings as declared and annulled at an Extraordinary meeting called for the purpose and held within sixty (60) days after such irregular proceedings, or at an Annual General Meeting.

11. VACATING COMMITTEE OFFICE

The office of President, Secretary, Treasurer or Member of the committee shall be vacated by the holder if:

11.1 In the opinion of the committee expressed by resolution carried out by at least two-thirds majority of the total numbers of members of the committee the office-holder becomes unfit to perform or incapable of performing the duties of office, provided that written particulars of the unfitness or incapacity alleged shall have been forwarded to the office-holder at least fourteen (14) days before the relevant meeting and the office-holder has been given an opportunity of being heard at that meeting before the resolution has been voted upon.

11.2 The office-holder resigns from office by notice in writing to the committee and the resignation is accepted by the committee.

11.3 The office-holder is absent from three consecutive meetings for reasons other than ill-health, leave of absence or extraordinary circumstances and, as a result, the office-holder position on the committee is terminated by a resolution of at least two-thirds of a full meeting of the committee.

12. GENERAL MEETINGS

12.1 AANZPA, Inc. <Region Name> shall hold an Annual General Meeting once during each calendar year. Any other General Meetings of members shall be Special General Meetings.

12.2 The committee shall convene the Annual General Meeting at such place and time as the committee decides, provided that it is set to take place not more than fifteen (15) months after the date of the preceding Annual General Meeting.

12.3 The committee shall give notice of the Annual General Meeting at least ninety (90) days before the date of the Annual General Meeting.

12.4 The committee shall give at least thirty (30) days notice of any special business to be transacted at the Annual General Meeting.

12.5 The committee may, and upon the written requisition of five (5) members of AANZPA, Inc. <Region Name> shall, having given thirty (30) days prior notice, convene a Special General Meeting of members of AANZPA, Inc. <Region Name> to conduct the business stated in the requisition, when upon a requisition, and in the notice convening the meeting.

12.6 The President of AANZPA, Inc. <Region Name> or in the President's absence a member of AANZPA, Inc. <Region Name> elected by the members present at the General Meeting shall chair any General Meeting of members.

12.7 A quorum at any General Meeting shall be one-third of members of AANZPA, Inc. <Region Name>.

12.8 Standing orders for General Meetings may be determined from time to time by AANZPA, Inc. <Region Name> in General Meetings.

12.9 If after thirty (30) minutes from the meeting's appointed commencement time no quorum shall be present then:

12.9.1 At the Annual General Meeting or at a Special General Meeting convened by the committee, it shall be adjourned to a date to be determined by the committee, or

12.9.2 At a Special General Meeting convened upon a requisition of the members, the meeting shall lapse.

12.10 Except where otherwise provided in these regulations, any resolution at a General Meeting of members shall be carried by a simple majority of those members present in person and voting.

12.11 Minutes of the proceedings of every General Meeting (Annual and Special) shall be kept, and such minutes shall be approved by the committee as conclusive evidence the minuted proceedings were regular and took place at a meeting convened and held, and shall be binding on all members of AANZPA, Inc. <Region Name> except as to any irregular proceedings as declared and annulled at an Extraordinary meeting called for that purpose and held within sixty (60) days after such irregular proceedings.

12.12 The chairperson of all General Meetings of AANZPA, Inc. <Region Name> shall have a deliberative vote and, in the case of an equality of votes, a casting vote.

12.13 If no AGM is held at the required interval or if the AGM fails to elect a committee, AANZPA, Inc. <Region Name> may hold a Special General Meeting within six (6) months of either the AGM or the required interval from the last AGM, for the purpose of carrying out the business of the AGM or electing a committee. If no committee is elected, the outgoing committee will commence dissolution of the region as per Section 16 of the Regional Regulations. If this does not occur, the Executive of AANZPA, Inc. may commence dissolution of the region.

12.14 With the agreement of the Executive of AANZPA, Inc. a region that has no regional committee may hold a meeting and, with the vote of at least one-third of its members, elect a regional committee as per Clause 7.3 of the Regional Regulations.

13. FINANCIAL MANAGEMENT AND ACCOUNTABILITY

13.1 The Treasurer is responsible for recording, managing and keeping financial accounts of AANZPA, Inc. <Region>.

13.2 The Treasurer will report annual statements of Financial Position and Financial Performance to the membership of AANZPA, Inc. <Region Name>.

13.3 The Treasurer will provide the annual financial accounts of the AANZPA, Inc. <Region> and supporting documentation for all financial transactions to the AANZPA, Inc. Treasurer within two months of the end of the financial year.

13.4 The bank account signatories shall be the President, Secretary and Treasurer. Any two signatures shall be sufficient to make payments. Any other arrangement is to be approved in writing by the AANZPA, Inc. Treasurer.

13.5 The annual financial period of AANZPA, Inc. <Region Name> is the same as AANZPA, Inc. and is determined by the Executive of AANZPA, Inc.

14. AMENDMENT OF THE REGULATIONS

14.1 These Regulations may be repealed or amended by resolution carried at a General Meeting of AANZPA, Inc. by a majority of at least two-thirds of the members present at such meeting.

14.2 No addition to or alteration or recision of the rules shall be approved if it affects the charitable objects, the personal benefit clause or the winding-up clause.

14.3 At least thirty (30) days' notice containing the proposed amendment shall be given to members of the General Meeting of AANZPA, Inc.

14.4 Notwithstanding clause 14.3 above, a notice of such meeting may refer to a draft available in lieu of setting out the proposed amendment in full and the Executive of AANZPA, Inc. shall make such draft reasonably available to the members of AANZPA, Inc. for perusal.

15. VALIDATION OF ACTS

Every act of AANZPA, Inc. <Region Name> and the committee and every appointment made by each shall be deemed to be fully valid and effective notwithstanding any defect in the notice of the meeting or in the meeting procedure at which the same was resolved upon, except if annulled by a Special General Meeting called for that purpose within sixty (60) days of the act or appointment concerned.

16. DISSOLUTION OF AANZPA, Inc. < Region Name>

16.1 If at a General Meeting of AANZPA, Inc. <Region Name>, convened with at least thirty (30) days' notice of the proposed resolution and with the prior approval of the Executive of AANZPA, Inc., a resolution for the dissolution of AANZPA, Inc. <Region Name> is carried by a simple majority of the members present and voting or by proxy, the committee shall wind up AANZPA, Inc. <Region Name> at such time as shall be

directed in the resolution. A confirming General Meeting of AANZPA, Inc. must be held before AANZPA, Inc. <Region Name> can be finally dissolved.

16.2 In the event of the winding-up or dissolution of AANZPA, Inc. <Region Name>, no assets shall be paid or distributed among the members of AANZPA, Inc. <Region Name>. Assets remaining after the settling of all debts and liabilities shall be transferred to AANZPA, Inc.

17. NOTICE

Any notice required to be given to a member under these regulations shall be in writing sent to the member at the address for receipt of notices of which the member has last notified AANZPA, Inc. <Region Name> and such notice shall be deemed to be received by the member in the ordinary course of such sending.