

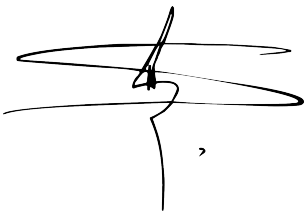
Certificate of Incorporation

MOTORCYCLE ADVOCACY GROUP NEW ZEALAND INCORPORATED

50262431

NZBN: 9429053668578

This is to certify that MOTORCYCLE ADVOCACY GROUP NEW ZEALAND INCORPORATED was incorporated under the Incorporated Societies Act 2022 on the 13th day of May 2026



Registrar of Incorporated Societies
13th day of May 2026



To check the validity of this certificate visit
<https://app.businessregisters.govt.nz/sber-businesses/verify/9429053668578/IncorporatedSociety-32281486.html>

CONSTITUTION



Motorcycle Advocacy Group New Zealand Incorporated (MAGNZ)

1. Name

The name of the society is **Motorcycle Advocacy Group New Zealand Incorporated**, abbreviated as **MAGNZ**.

2. Purpose / Objectives

MAGNZ exists to:

1. Represent motorcyclists in New Zealand at all levels of government, regulatory agencies, and media.
 2. Advocate for rider safety, rights, and community engagement.
 3. Support affiliated motorcycle clubs and riders' groups through consultation and collaboration.
 4. Promote responsible motorcycling practices and lawful participation in motorcycling activities.
 5. Maintain independence from any political party or ideology, enabling MAGNZ to engage with politicians, officials, and stakeholders in a neutral, non-partisan manner.
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3. Membership

3.1 Full Members (Voting Members)

Full Members are individuals who formally join MAGNZ and agree to support its objectives and comply with this constitution.

- Full Members have voting rights at General Meetings.
- Membership is for a term of one year and renewable.
- The Executive Committee may determine membership criteria and fees (if any).
- Membership benefits, including discounts or rewards offered through third-party providers, are a discretionary privilege of membership and do not constitute an entitlement or contractual right.

3.2 Associate / Social Members (Non-Voting)

Associate Members include supporters participating via social media platforms or informal engagement.

- Associate Members have no voting rights.
- Associate Members are not members of the incorporated society for legal purposes.

3.3 Honorary Members

The Executive Committee may appoint Honorary Members in recognition of service or contribution.

3.4 Resignation and Removal of Members

A Full Member may resign by providing written notice to the Executive Committee.

The Executive Committee may remove a Member who:

- Acts in a manner inconsistent with the objectives of MAGNZ; or
- Brings the Society into disrepute.

Any removal decision shall follow the dispute resolution process set out in this constitution.

4. Affiliates

4.1 Affiliates are independent motorcycle clubs, groups, or organisations formally affiliated with MAGNZ.

4.2 Affiliates:

- Remain independent legal entities.
- Must nominate a liaison contact.
- Have no voting rights at MAGNZ General Meetings.

4.3 Affiliates may participate in an **Affiliates Panel** for consultation purposes only.

5. Executive Committee

5.1 Composition

The Executive Committee shall consist of **no fewer than three (3) voting members**, being:

- **Chief Executive**
- **Executive Chair**
- **Executive Director**

5.2 Authority

The Executive Committee is the governing body of MAGNZ and is responsible for all strategic, operational, and legal matters.

- Each Executive Committee member has one vote.
 - Decisions are made by simple majority.
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6. Executive Roles and Responsibilities

6.1 Chief Executive

The Chief Executive is responsible for the day-to-day leadership and operation of MAGNZ, including:

- Acting as the primary public spokesperson.
 - Leading strategy, advocacy, media, and government engagement.
 - Exercising day-to-day operational authority.
 - Acting as **Compliance and Records Officer**, responsible for statutory records and filings under the Incorporated Societies Act 2022.
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6.2 Executive Chair

The Executive Chair provides governance leadership and oversight, including:

- Chairing Executive Committee meetings.
 - Supporting long-term governance and organisational stability.
 - Acting as **National Ride Coordinator**, responsible for coordinating national ride activity and communicating with Regional Ride Organisers.
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6.3 Executive Director

The Executive Director supports the Executive Committee in a senior leadership capacity, including:

- Acting as liaison with motorcycle clubs, affiliated organisations, and national riding networks.
 - Providing strategic advice and participating in Executive Committee decision-making.
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7. Term of Office

7.1 Inaugural Executive Committee

Notwithstanding any other provision of this constitution, the inaugural Executive Committee may be **appointed by the Founder of the Society** and shall hold office for a term of **three (3) years** from the date of appointment.

The appointment of the inaugural Executive Committee may occur **at, or in connection with, the establishment of the Society**, including at or in connection with the first Annual General Meeting, and **is not subject to the notice, quorum, or election requirements** that apply to subsequent Annual General Meetings.

This provision is intended to ensure continuity, stability, and effective establishment of the Society during its initial operational period.

7.2 Subsequent Executive Terms

Following the inaugural term:

- Members of the Executive Committee shall hold office for a term of **three (3) years**.
 - Executive Committee members may be reappointed for successive terms.
 - Elections or confirmations shall occur only when a term expires or a vacancy arises.
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7.3 Vacancies

The Executive Committee may appoint an interim replacement to fill any vacancy for the remainder of the term or until the next Annual General Meeting, as it determines.

8. Advisory Board

The Executive Committee may appoint an Advisory Board of up to eight members.

- Advisory Board members have no voting or governance authority.
 - The Advisory Board exists in a consultative capacity only.
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9. General Meetings

9.1 Annual General Meeting (AGM)

An Annual General Meeting shall be held once each year.

- The AGM should normally be held between **August and September**, unless the Executive Committee determines otherwise.
- Only Full Members may vote at an AGM.

AGM business includes:

- Confirmation or appointment of Executive Committee members (where required)
 - Presentation of financial information
 - Consideration of constitutional amendments
 - Minimum notice: **30 days**
 - Quorum: **25% of Full Members**
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9.2 Extraordinary General Meeting (EGM)

An EGM may be called by the Executive Committee or by **at least 25% of Full Members**.

- Notice and quorum requirements mirror those of the AGM.
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10. Finances

10.1 The Executive Committee controls all financial affairs of MAGNZ.

10.2 The **balance date of the Society shall be 31 March** in each year.

10.3 The Executive Committee may appoint a Finance Officer or Treasurer.

10.4 Financial information shall be presented at the AGM in accordance with legal requirements.

11. Amendments

This constitution may be amended by a **two-thirds majority** of Full Members voting at an AGM or EGM, with at least 30 days' notice of proposed amendments.

12. Dissolution

Upon dissolution, any remaining assets shall be transferred to an organisation with similar objectives, as determined by the Executive Committee or AGM.

13. Dispute Resolution

13.1 Scope

This clause applies to any dispute or complaint involving:

- Members (including Full or Honorary Members); or

- A Member and MAGNZ; or
- A Member and the Executive Committee; or
- A complaint about the conduct or decisions of an officer of the Society;

relating to the Society's activities, decisions, or governance.

13.2 Informal Resolution

The parties to a dispute must first make reasonable efforts to resolve the matter informally through discussion.

13.3 Formal Complaint

If a dispute cannot be resolved informally, a complaint must be submitted in writing to the Executive Committee, outlining the nature of the dispute and the resolution sought.

13.4 Consideration by Executive Committee

The Executive Committee shall consider the complaint and may:

- Seek further information from the parties; and/or
- Decide the matter based on the information available.

The Executive Committee may regulate its own process for considering disputes and is not required to hold a hearing unless it considers one necessary.

13.5 Decision

The Executive Committee shall make a decision and communicate it in writing to the parties. The decision of the Executive Committee shall be final.

13.6 No External Escalation

Nothing in this clause requires MAGNZ to submit disputes to mediation, arbitration, or any external body unless the Executive Committee determines it is appropriate to do so.

14. Independence Statement

MAGNZ is an independent New Zealand organisation. It is not affiliated with any political party, ideology, or overseas motorcycle advocacy organisation.

15. Operational Activities and Supporting Functions

To support and advance the purposes and objectives set out in **Section 2**, MAGNZ may undertake the following operational activities, provided such activities remain consistent with its independent, non-partisan advocacy role:

15.1 Establish, administer, and promote **membership benefit programmes**, including discounts, rewards, offers, or other benefits negotiated with third-party providers.

15.2 Enter into **commercial partnerships, sponsorships, affiliate arrangements, and service agreements** where such arrangements support, fund, or enable MAGNZ's advocacy, communications, and member engagement activities.

15.3 Operate and administer **membership systems**, including but not limited to online platforms, digital passes, third-party applications, other electronic systems or physical membership cards.

15.4 Raise funds and generate income lawfully and transparently to support MAGNZ's activities, including advocacy, research, communications, operational costs, and member services.

15.5 Publish material and communicate with members and the public by electronic or other means, including email, messaging platforms, or other digital communications.

15.6 Undertake any other lawful activity that is **incidental or conducive** to achieving MAGNZ's stated purposes and objectives.

16. Membership Benefits and Third-Party Providers

16.1 Membership benefits may be offered at the discretion of MAGNZ and may change from time to time.

16.2 Membership benefits are **not guaranteed entitlements** and may be added, modified, or withdrawn without altering this Constitution.

16.3 MAGNZ is not responsible for the performance, availability, pricing, or conduct of third-party providers offering member benefits.

16.4 Third-party providers are not agents of MAGNZ unless expressly agreed in writing.

17. Digital Membership, Communications, and Data Use

17.1 Members consent to receiving communications from MAGNZ by electronic means, including email, messaging platforms, and digital notifications.

17.2 MAGNZ may use third-party systems or platforms to administer membership, communications, and benefits.

17.3 MAGNZ may share **limited member information** with approved third-party service providers **solely** for the purposes of:

- membership administration
- delivery of member benefits
- verification of membership status

17.4 Any collection, use, or sharing of member information must comply with applicable privacy legislation.

17.5 Members may opt out of non-essential communications in accordance with MAGNZ policies.

18. Authority of the Executive Committee (Operational Matters)

18.1 Without limiting any existing powers, the Committee is authorised to:

- negotiate and enter into commercial and partnership agreements
- appoint, oversee, and terminate third-party service providers and platform partners
- determine eligibility criteria for membership benefits
- approve operational policies relating to membership, benefits, and communications

18.2 The Committee may delegate operational authority to officers, sub-committees, or agents as it considers appropriate.

19. Non-Profit Status and Use of Funds

19.1 All income, benefits, and resources derived from operational or commercial activities must be applied solely towards advancing MAGNZ's purposes and objectives.

19.2 No part of MAGNZ's income or property may be distributed to members, except as reimbursement for reasonable expenses incurred on behalf of MAGNZ.