
**RULES OF
NEW ZEALAND PHYSIOTHERAPY TRUST LIMITED**

2022

RULES

1. Name

- 1.1. New Zealand Physiotherapy Trust Limited is the name of the organisation. It may also appear as 'The New Zealand Physiotherapy Trust' and may also use the letters 'Ltd' after its name.
 - 1.2. It is also known as 'Te Roopu Romiromi Aotearoa'.
 - 1.3. It may also be known as 'NZPT'.
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2. Status

- 2.1. New Zealand Physiotherapy Trust is a New Zealand incorporated company.
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3. Objectives

- 3.1. To ensure that Māori and other cultures are always treated with respect when being seen by physiotherapists.
 - 3.2. To represent physiotherapists to the New Zealand public.
 - 3.3. To improve physiotherapy standing within New Zealand.
 - 3.4. To improve the standard of physiotherapy in New Zealand.
 - 3.5. To decrease the number of physiotherapists leaving the profession.
 - 3.6. To support physiotherapists within their profession.
 - 3.7. To support physiotherapists when treating patients of diverse cultures.
 - 3.8. To improve access to physiotherapy.
 - 3.9. To help the New Zealand public understand the benefits of physiotherapy.
 - 3.10. To improve the ability of physiotherapists to have viable businesses.
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4. Members

- 4.1. New Zealand registered physiotherapists are full members upon payment of an annual fee.

- 4.2. Any other person or entity with an interest in supporting physiotherapy may join as an affiliate member upon payment of an annual fee.
 - 4.3. Membership is at the sole discretion of the director or nominated group of New Zealand Physiotherapy Trust.
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5. Member Information

- 5.1. New Zealand Physiotherapy Trust Limited will keep the email addresses and name of its members.
 - 5.2. New Zealand Physiotherapy Trust Limited will keep any information required for members to hold insurance available through membership.
 - 5.3. New Zealand Physiotherapy Trust Limited may keep the telephone number, personal address, and business address of its members.
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6. Removal of Members

- 6.1. The New Zealand Physiotherapy Trust Limited's director has full discretion to remove any member.
 - 6.2. Full membership may be terminated when a person is no longer a New Zealand registered physiotherapist.
 - 6.3. If a person does not pay their subscription to the New Zealand Physiotherapy Trust within 30 days of the renewal period they will be removed as a member, or at the discretion of the director.
 - 6.4. If any member that has the potential to embarrass the New Zealand Physiotherapy Trust Limited or is not supportive of the New Zealand Physiotherapy Trust Limited may lose their membership at the discretion of the New Zealand Physiotherapy Trust Limited's director.
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7. Decision Making

- 7.1. The director of New Zealand Physiotherapy Trust Limited may alter these rules by a majority voting of shareholders in favour of the change.
 - 7.2. New Zealand Physiotherapy Trust Limited director may make any decision that affects its members or the New Zealand Physiotherapy Trust Limited. Important decisions may occur only with a majority vote of shareholders at a meeting or by way of email correspondence.
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- 7.3. Any member or director of New Zealand Physiotherapy Trust Limited may request that a decision is made by the New Zealand Physiotherapy Trust Limited director or shareholders at any time.
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8. Additions and Deletions to the List of Directors and Shareholders

- 8.1. Additions to the director and shareholders are at the discretion of the New Zealand Physiotherapy Trust Limited shareholders by a majority vote.
- 8.2. Any director or shareholder that is likely to embarrass the New Zealand Physiotherapy Trust Limited will lose their position within the Company by way of a majority vote of the other shareholders.
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9. Reimbursement for Expenses

- 9.1. New Zealand Physiotherapy Trust Limited shareholders will not pay membership fees but will need to pay for insurance if available under the New Zealand Physiotherapy Trust Limited unless otherwise agreed.
- 9.2. New Zealand Physiotherapy Trust Limited shareholders will be reimbursed for any reasonable expenses incurred by them to support the objectives of the New Zealand Physiotherapy Trust.
- 9.3. Expenses will be reimbursed at the discretion of the New Zealand Physiotherapy Trust shareholders.
- 9.4. The New Zealand Physiotherapy Trust Limited shareholders have discretion on whether expenses will or will not be reimbursed.
- 9.5. The treasurer (or director if there is no treasurer) of the New Zealand Physiotherapy Trust Limited will provide a list of income and expenses to the New Zealand Physiotherapy Trust every 12 months and file a tax return if required.
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10. Director and Shareholder Remuneration

- 10.1. The director and shareholders and treasurer will not receive any remuneration from New Zealand Physiotherapy Trust unless it is for reasonable expenses incurred by them.
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11. Meetings

- 11.1. The New Zealand Physiotherapy Trust Limited shareholders will meet at least 2 times per year whether in person or via an audio-visual link.
- 11.2. A majority of Shareholders make a quorum for a meeting.

- 11.3. Any New Zealand Physiotherapy Trust Limited shareholder can request a meeting at any time. The director may ask that shareholders vote on whether a meeting is required.
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12. Finance

- 12.1. The New Zealand Physiotherapy Trust Limited will maintain a positive bank account.
- 12.2. The New Zealand Physiotherapy Trust Limited will not pay any director, shareholder, or treasurer any money when they leave the New Zealand Physiotherapy Trust or their position within the New Zealand Physiotherapy Trust.
- 12.3. Shareholders have no equity in the company and the company shares have no value.
- 12.4. Any funds may be invested by the New Zealand Physiotherapy Trust at the discretion of the shareholders.
- 12.5. The value of being a shareholder or director of the New Zealand Physiotherapy Trust Limited is zero.
- 12.6. A director or shareholder may not sell or transfer ownership in the New Zealand Physiotherapy Trust Limited without a majority vote of the Shareholders.
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13. Conflict of Interest

- 13.1. No member, director, shareholder or treasurer, or any person associated with a member shall participate in or materially influence any decision made by the New Zealand Physiotherapy Trust Limited if that decision could benefit them more than other members.
- 13.2. The New Zealand Physiotherapy Trust Limited shareholders may make decisions that could affect them financially only upon notifying all shareholders of the potential for a conflict of interest.
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14. Limitation of Liability

- 14.1. Shareholders will be liable for their fraud, dishonesty, breach of fiduciary duty, or the commission of any act known by them to be a breach of duties owed by them at law.
- 14.2. The director may be liable for the actions of the New Zealand Physiotherapy Trust Limited as the law requires.
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15.Alteration of These Rules

15.1. These rules may be altered at any time by a majority vote of the shareholders.

16.Liquidation and Disposal of Assets

16.1. When the New Zealand Physiotherapy Trust Limited ceases to trade, all assets, if any, will be transferred to any new entity created by a majority vote of the shareholders.

16.2. If the shareholders do not vote to transfer the assets to a new entity, then any assets will be divided and paid out equally to its full members.

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