Master Plumbers, Gasfitters & Drainlayers NZ Incorporated

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#### 1. Name

1.1 The name of the Society shall be **Master Plumbers, Gasfitters & Drainlayers NZ Inc.** 

### 2. Registered Office

2.1 The Registered Office shall be situated at such place as the Society in a General Meeting determines or the Board determine from time to time.

### 3. Definitions and Notices

3.1 In these Rules the following terms shall, if not inconsistent with the context, have the following meanings:

"Affiliated Association" means a member of the Society admitted to membership under Rule 6.6.

"Applicant" means a person, partnership or incorporated body.

"**Application Form**" means the relevant member application form used by the Society from time to time.

"Annual General Meeting" means the annual general meeting of the Society.

"Auditors" means the auditors of the Society from time to time.

"Associate Member" means a member of the Society admitted to membership under Rule 6.4.2.

"Board" means the management body of the Society referred to in Rule 9.

"Discipline and Complaints Procedure" means the discipline and complaints procedure set by the Society from time to time.

"Director" means a member of the Board of the Society.

"**Employee Member**" means a member of the Society admitted to membership under Rule 6.3.

"Financial Master Plumber" means a Master Plumber that has, at the time of any meeting or postal ballot, paid all subscriptions, levies, fines, penalties or other monies due from that Master Plumber to the Society or has entered into an agreed payment arrangement in writing with the Secretary and is not in breach of that arrangement at the time of the relevant meeting or postal ballot.

"Financial Year" means a year commencing on 1 January and ending on 31 December.

"General Meeting" means an Annual General Meeting or a Special General Meeting;

"**Industry**" means the provision of trade services in any of plumbing, gasfitting, drainlaying, roof fixing, heating and ventilating and other related activities.

"Life Member" means a member of the Society admitted to membership under Rule 6.2.

**"Master Plumber"** means a member of the Society admitted to membership under Rule 6.1.

"**Member**" means a Master Plumber, an Associate Member, an Employee Member, a Life Member and a Partner Member.

"Membership Contract" means the contract referred to in Rule 7.1.

"Officer" means an officer of the Society referred to in Rule 9.1.2.

"Partner Member" means a member of the Society admitted to membership under Rule 6.5.

"Rules" means the rules contained in this document being the rules of the Society.

"Secretary" means the Chief Executive Officer of the Society.

"Special General Meeting" means a meeting called in accordance with clause 16.9.

"The Society" means Master Plumbers, Gasfitters & Drainlayers NZ Inc.

3.2 Where the context requires, the singular shall include the plural and vice-versa and person shall include an incorporated body.

#### 4. Objects

- 4.1 The objects of the Society are:
  - 4.1.1 To protect the health and safety of the nation in relation to our industry.
  - 4.1.2 To be recognised as the leading voice of the Industry in New Zealand.
  - 4.1.3 To improve the standards of work and services given by Master Plumbers to the public and develop the profile of Master Plumbers within the community.
  - 4.1.4 To provide information assistance and benefits to Master Plumbers to help them improve services and develop their business interests.
  - 4.1.5 To use all possible means to ensure that the public dealing with Master Plumbers can be confident of receiving quality services and to promote awareness of the standards required of Master Plumbers.
  - 4.1.6 To provide training and standards in the Industry.
  - 4.1.7 To do all other things incidental or conducive to the attainment of any of the above objects.

### 5. Powers

- 5.1 To advance its objects, the Society may exercise the powers set out in Schedule A in addition to all other powers conferred by law.
- 5.2 Notwithstanding any other provision, the Society shall only expend any money to further purposes recognised by law. The Society shall not expend any money for the sole personal or individual benefit of any Member.
- 5.3 Any transactions between the Society and any Member, or Director, or any associated persons shall be at arms' length and in accordance with prevailing commercial terms on which the Society would deal with third parties not associated with the Society, and any payments made in respect of such transactions shall be limited to:
  - 5.3.1 A fair and reasonable reward for services performed;
  - 5.3.2 Reimbursement of expenses properly incurred;
  - 5.3.3 Usual professional, business or trade charges; and

5.3.4 Interest at no more than current commercial rates.

# **MEMBERSHIP**

#### 6. Classes of Members

# 6.1 Master Plumbers

- 6.1.1 A Master Plumber is any person, partnership or incorporated body who:
  - 6.1.1.1 Is engaged in business in the Industry and who:
    - 6.1.1.1.1 is a certifying plumber, gasfitter or drainlayer; or
    - 6.1.1.1.2 employs certifying plumbers, gasfitters or drainlayers; or
    - 6.1.1.2 Fulfils such other criteria as may be set by the Board from time to time; and
    - 6.1.1.3 Has been admitted as a member in accordance with Rule 6.1.2.
- 6.1.2 An Applicant may apply in writing to the Secretary using the relevant Application Form. Upon satisfying such membership criteria as set from time to time by the Board and entering into the Membership Contract, the Applicant shall become a Master Plumber.
- 6.1.3 Where a business is carried on through multiple independent business entities under the same name, brand or franchise only those entities that have Master Plumber Membership shall be members of the Society.
- 6.1.4 A Master Plumber carrying on business as a company or partnership shall appoint a representative of the business to represent it at meetings and such person shall be entitled to hold any office in the Society.

### 6.2 Life Members

- 6.2.1 A Life Member is a present or former Master Plumber or any other person who has rendered exceptional service to the Society and whom has been admitted as a Member in accordance with Rule 6.2.2.
- 6.2.2 Life Members are nominated by Affiliated Associations, and Life Membership is granted by secret ballot at an Annual General Meeting of the Society.
- 6.2.3 No nomination for Life Membership shall be made unless supported by a biographical note on the nominee.
- 6.2.4 No more than one person shall be granted Life Membership in any one year.
- 6.2.5 A secret ballot shall be held irrespective of the number of nominations received.
- 6.2.6 No person shall be granted Life Membership unless two thirds (66.6%) of the votes at an Annual General Meeting are in favour of the nomination.

### 6.3 Employee Members

- 6.3.1 An Employee Member must be:
  - 6.3.1.1 Employed by a Master Plumber; and

- 6.3.1.2 Admitted as a Member in accordance with Rule 6.3.2.
- 6.3.2 **Becoming an Employee Member -** Any person may apply in writing to the Secretary using the relevant Application Form. The application must include written endorsement of the application by their employer. Upon satisfying such membership criteria as set from time to time by the Board and entering into the Membership Contract, they shall become an Employee Member of the Society for the duration of their employment.

### 6.4 Associate Members

- 6.4.1 An Associate Member must:
  - 6.4.1.1 Be a person who has retired from business as a Master Plumber and was in good standing at the time of retirement; or
  - 6.4.1.2 Be a plumber, gasfitter or drainlayer holding an annual practising licence, who is not an employee of a Master Plumber, or of a person, partnership or incorporated body which would gualify to be a Master Plumber; or
  - 6.4.1.3 Be a person or organisation with a significant association with the Industry; or
  - 6.4.1.4 Fulfil such other criteria as may be set by the Board from time to time; and
  - 6.4.1.5 Be admitted as a Member in accordance with Rule 6.4.2.
- 6.4.2 Any Applicant may apply in writing to the Secretary using the relevant Application Form. Upon satisfying such membership criteria as set from time to time by the Board and entering into the Membership Contract, they shall become an Associate Member of the Society.

#### 6.5 **Partner Members**

6.5.1 Any organisation entering into a business partnership or sponsorship agreement with the Society shall, without the need for formal application, be a Partner Member for the duration of that agreement.

### 6.6 Affiliated Associations

- 6.6.1 An Affiliated Association must be an entity incorporated under the Incorporated Societies Act 1908 which has rules which comply with clause 8.1.
- 6.6.2 Any incorporated body may apply in writing to the Secretary using the relevant Application Form. Upon satisfying such membership criteria as set from time to time by the Board, they shall become an Affiliated Association.

### 7. Rules applicable to all Members except Affiliated Associations

- 7.1 All Members (other than Partner Members and Affiliated Associations) shall be required to sign the Membership Contract applicable to their category of membership as a condition of membership.
- 7.2 The form of membership contract for each category of membership shall be determined from time to time by the Board. This can include, but is not limited to, terms regarding the rights of use of the Society's registered trade marks, and requiring Members to comply with a code of practice and/or code of conduct expressing the professional standards required of Members.

- 7.3 Failure to enter into or comply with the Membership Contract by any Member may lead to expulsion or other disciplinary action against such Member.
- 7.4 Amendments to the Membership Contract for any category of membership may be made by the Board from time to time. Any such amendment shall be notified to all existing Members of that category in accordance with clause 23 and shall thereupon become binding upon those Members. Any failure by a Member to observe the Membership Contract as so amended may be the subject of disciplinary action in accordance with clause 7.7.

#### 7.5 **Fees**

- 7.5.1 The annual subscription shall be fixed from time to time by the Board.
- 7.5.2 The annual subscription may be fixed at different rates for different classes of membership.
- 7.5.3 The annual subscription may consist of a base fee together with (if applicable) additional fees related to membership of special interest groups.
- 7.5.4 No annual subscription shall be payable by Affiliated Associations or Partner Members.
- 7.5.5 Each Member shall pay the annual subscription by the due date set out on the invoice issued by the Society. Failure to do so shall trigger the procedure in clause 7.8.1.
- 7.5.6 Levies to meet additional expenditure may be called by the Board with the approval of a General Meeting.
- 7.5.7 Each Master Plumber shall each year purchase a subscription to the NZ Plumbers Journal.

### 7.6 **Other obligations**

- 7.6.1 Every Member shall advise the Secretary of any change of address, or other details and shall undertake to update registration details as requested by the Secretary from time to time.
- 7.6.2 The Secretary shall keep a membership register of Members recording their names and addresses, the date each member became a Member, the category of membership, the Affiliated Association to which the Member belongs, and (where applicable) the representative appointed in accordance with clause 6.1.4.
- 7.6.3 The Board reserves the right to transfer a Member to a different category of membership if necessary due to any change in either the eligibility criteria or the Member's eligibility for any category.
- 7.6.4 All Members shall promote the interests and the objects of the Society and shall do nothing to bring the Society into disrepute.

#### 7.7 Discipline and Complaints

- 7.7.1 All Members (other than Partner Members) will be bound by the Disciplinary and Complaints Procedure as set by the Board from time to time.
- 7.7.2 A copy of the Disciplinary and Complaints Procedure (and any amendments) will be provided to all Members.
- 7.8 **Ceasing to be a Member** A Member will cease to be a member in the following circumstances:

- 7.8.1 If the Member does not pay the annual subscription or any other fees or levies:
  - 7.8.1.1 Upon the expiry of fourteen (14) days after formal demand has been made by the Board, the Board may, at its discretion, resolve to terminate the Member's membership; or
  - 7.8.1.2 By 31 December in each Financial Year (or such other date as notified by the Board to the defaulting Member), membership is deemed to have been terminated.
- 7.8.2 Upon notice of resignation in writing by the Member to the Secretary.
- 7.8.3 If any Member no longer meets the eligibility criteria of the relevant class of membership.
- 7.8.4 If, following the procedures set out in the Disciplinary and Complaints Procedure, the Board resolves to expel a Member.
- 7.8.5 If a Member is bankrupt, insolvent or in liquidation, the Board may, at its discretion, resolve to terminate the Member's membership.

#### 7.9 Effect of termination of membership

- 7.9.1 Upon termination of membership, all of the Member's rights to use of the logo and trade marks of the Society shall terminate.
- 7.9.2 A Member shall remain liable for and be required to pay any subscription, levy, penalty, fine or other payment due and unpaid at the date of cessation of membership, together with all reasonable costs of recovery.

### 8. Rules applicable to Affiliated Associations

#### 8.1 Rules

- 8.1.1 The Rules of an Affiliated Association must be in a form approved by the Board, provided however that all Affiliated Associations that are Members of the Society at the date of adoption of these Rules shall have until 31 December 2013 to adopt Rules approved by the Board.
- 8.1.2 The rules of an Affiliated Association shall:
  - 8.1.2.1 Require the Affiliated Association to promote the interests and objects of the Society and do nothing to bring the Society into disrepute.
  - 8.1.2.2 Require the Affiliated Association to abide by the Rules of the Society.
  - 8.1.2.3 Deem all Master Plumbers with a principal place of business within its geographical boundaries to be members of the Affiliated Association.
  - 8.1.2.4 Deem membership of a Master Plumber to cease if the Master Plumber ceases to have a principal place of business within its geographical boundaries. Any decision regarding the location of a Master Plumber's principal place of business shall be made by the Board.
  - 8.1.2.5 Deem all Partner Members to be members of the Affiliated Association for so long as they are Members of the Society.

- 8.1.2.6 Include a category of membership for Life Members of the Affiliated Association.
- 8.1.2.7 Include a category of membership for Associate Members of the Affiliated Association who meet such criteria as shall be set by the Affiliated Association from time to time.
- 8.1.2.8 Not include a requirement for any Master Plumber or Partner Member to pay any fees or levies to the Affiliated Association.
- 8.1.2.9 Include a clause specifying who shall cast the vote or votes of the Affiliated Association pursuant to clause 17.3 (or how that person shall be determined)..

### 8.2 **Register of Members**

8.2.1 The Affiliated Association shall maintain a Register of Members. The Secretary shall supply the Affiliated Association with the list of Master Plumbers and Associate Members belonging to that Affiliated Association as at 31 December by no later than 1 February in the subsequent Financial Year.

#### 8.3 Fees

- 8.3.1 A portion of the annual base fee payable (and actually paid) by each Master Plumber to the Society shall be paid by the Society to each Affiliated Association on the basis of the number of Master Plumbers belonging to that Affiliated Association as at 31 December in the preceding Financial Year.
- 8.3.2 If a Master Plumber becomes a Member during the course of a Financial Year, and pays a reduced annual fee for the remainder of the Financial Year calculated on a pro rata basis, then the Society shall pay a portion of the fee actually paid by the new Member to the Affiliated Association.
- 8.3.3 The dollar amount of that portion shall be twenty five percent (25%) of the base annual subscription fees (set under clause 7.5.3).
- 8.3.4 The payment of the portion of the base fee payable to the Affiliated Associations shall be made by way of equal quarterly payments, or quicker, at the discretion of the Board.
- 8.3.5 In the event that the principal place of business of a Master Plumber changes during the Financial Year, with the effect that the Master Plumber's membership of one Affiliated Association ceases ("the Ceasing Affiliated Association") and commences with another Affiliated Association ("the Commencing Affiliated Association"), the portion of the base fee from the date of transfer of membership for the remainder of the Financial Year shall be paid to the Commencing Affiliated Association. If such amount shall have already been paid by the Society to the Ceasing Affiliated Association, the Ceasing Affiliated Association shall transfer the amount owing to the Commencing Affiliated Association immediately upon receipt of notice to do so from the Secretary.

#### 8.4 **Geographical Boundaries**

- 8.4.1 The geographical boundaries of each Affiliated Association shall be set by the Board (and may be amended from time to time by the Board), after consultation with the Affiliated Associations. The decision of the Board shall be final.
- 8.4.2 Following membership of any Affiliated Association terminating for any reason, the Board, in consultation with adjoining Affiliated Associations, shall

allocate geographical areas previously within the boundaries of that terminated Affiliated Association among other Affiliated Associations. Membership for each Master Plumber and Associate Member shall be deemed to be transferred to the applicable adjoining Affiliated Association.

#### 8.5 **Discipline and Complaints**

- 8.5.1 All Affiliated Associations will be bound by the Disciplinary and Complaints Procedure as set by the Board from time to time.
- 8.5.2 Any matters relating to discipline or complaints that fall within the jurisdiction of the Disciplinary and Complaints Procedure that come to the attention of an Affiliated Association shall be referred to the Society in accordance with the Disciplinary and Complaints Procedure, and shall not be dealt with directly by the Affiliated Association.

#### 8.6 Ceasing to be a member

- 8.6.1 An Affiliated Association will cease to be a Member in the following circumstances:
  - 8.6.1.1 Upon three (3) months notice of resignation in writing to the Secretary;
  - 8.6.1.2 If, following the procedures set out in the Disciplinary and Complaints Procedure, the Board resolves to expel an Affiliated Association; or
  - 8.6.1.3 If an Affiliated Association is insolvent or in liquidation, the Board may, at its discretion, resolve to terminate the Affiliated Association's membership.

### 8.7 Effect of termination of membership

- 8.7.1 Upon termination of membership, all rights to use of the logo and trade marks of the Society shall terminate.
- 8.7.2 An Affiliated Association shall remain liable for and be required to pay any payment due and unpaid at the date of cessation of membership, together with all reasonable costs of recovery.

# THE BOARD

### 9. Structure

### 9.1 Directors and Officers

- 9.1.1 There shall be eight (8) elected Directors.
- 9.1.2 The Board shall at its first meeting after the Annual General Meeting in each year elect a President and Vice President for a term of one year each from the elected Directors.
- 9.1.3 The election shall be by secret ballot from nominations to be given to the Secretary in writing prior to commencement of the first meeting of the Board after the Annual General Meeting of the Society.
- 9.1.4 On expiry of their term, the Directors holding the positions of President and Vice-President shall be eligible for appointment for subsequent terms.

- 9.1.5 The Vice-President does not have an automatic right of succession to the position of President.
- 9.1.6 The Board shall at its first meeting after the Annual General Meeting in each year elect a Chairman and Deputy Chairman from the Directors to preside at all meetings of the Board.
- 9.1.7 The election shall be by secret ballot from nominations to be given to the Secretary in writing prior to commencement of the first meeting of the Board after the Annual General Meeting of the Society.
- 9.1.8 Only Directors that have, at the time of any Board or General Meeting or postal ballot, paid all subscriptions, levies, fines, penalties or other monies due to the Society, shall be entitled to exercise voting rights as Directors.
- 9.1.9 The Board may co-opt a further two (2) Directors at any time (until the next Annual General Meeting unless a shorter term is specified). The co-opted Director/s may or may not be Master Plumbers or representatives of Master Plumbers.
- 9.1.10 The Board shall have the power to appoint a Master Plumber to fill any vacancy on the Board for such period as the Board deems necessary.
- 9.1.11 Any Member appointed pursuant to clause 9.1.10 shall retire at the next Annual General Meeting but shall be eligible for re-election. Such retirement shall be counted among those to retire in each year in accordance with Rule 9.2.1.

# 9.2 Term of Directors

- 9.2.1 At each Annual General Meeting four (4) of the Directors shall retire from office.
- 9.2.2 If the total number of Directors is less than eight (8), then the number retiring shall be such number as constitutes fifty percent (50%) of the Board as at the 31 October immediately preceding the Annual General Meeting. If the Board has an uneven number of Directors, then the number retiring shall be rounded up to the next whole number.
- 9.2.3 The Directors to retire in every year shall be firstly, any Directors filling casual vacancies pursuant to clause 9.1.11, and then those who have been longest in office since their last election, but as between persons who were elected on the same day, those to retire shall be determined by agreement between themselves or failing that by lot. A retiring Director shall be eligible for reelection.
- 9.2.4 For the avoidance of doubt:
  - 9.2.4.1 Any co-opted Directors (co-opted under clause 9.1.9) are not to be counted for the purposes of clause 9.2.3. The term of the co-opted Directors shall end at each Annual General Meeting; and
  - 9.2.4.2 The resignation of any Director that would not otherwise be due to retire pursuant to clause 9.2.3 shall not be considered to be a retirement under that clause.

### 10. Elections

10.1 Any two (2) Master Plumbers or any Affiliated Association may nominate any Master Plumber or representative of a Master Plumber to be a Director.

- 10.2 Written nominations must be accompanied by the written consent of the nominee and brief details of the nominee and sent to the Secretary not later than the 31st day of December in any year.
- 10.3 Election of Directors shall be by postal ballot.
- 10.4 Financial Master Plumbers shall be the only members entitled to vote.
- 10.5 The following voting procedures shall apply:
  - 10.5.1 A voting paper shall be prepared listing the names of all persons nominated;
  - 10.5.2 The voting paper shall be provided by the Secretary to each Financial Master Plumber in accordance with clause 23 no later than six (6) weeks prior to the Annual General Meeting;
  - 10.5.3 The voter will delete the names of all persons for whom the voter does not wish to vote. Only voting papers which clearly show the number of votes cast to be less than or equal to the vacancies that exist shall be valid;
  - 10.5.4 Completed voting papers must be received by the Secretary no later than two (2) weeks prior to the Annual General Meeting;
  - 10.5.5 Valid voting papers received by the due time stated on the voting paper shall be counted;
  - 10.5.6 The ballot shall be conducted under the control of the Secretary as returning officer, and the Auditors as scrutineers;
  - 10.5.7 The result of the ballot shall be released to the Secretary once all votes are counted;
  - 10.5.8 The highest polling *x* nominees (where *x* is the total number of vacancies) shall be elected as Directors. In the event of the votes for the lowest polling vacancy being equal, then the Secretary shall, in the presence of the Auditors, randomly select one nominee from the nominees sharing the equal votes as the elected Director; and
  - 10.5.9 The Secretary shall announce the results at the Annual General Meeting.

# 11. Ceasing to be a Director

- 11.1 A person shall cease to be a Director if:
  - 11.1.1 A resolution passed by a sixty percent (60%) majority at a Special General Meeting of the Society resolves to remove the Director. Voting shall be in accordance with Rule 17.1;
  - 11.1.2 A resolution passed by an eighty (80%) majority of the Board at a Board meeting resolves to remove the Director. Written notice of such meeting must been given to such Director not later than fourteen (14) days before the date of such meeting;
  - 11.1.3 The Director, unless granted leave of absence by the Board, does not attend four (4) out of every six (6) ordinary Board Meetings (not being special meetings);
  - 11.1.4 The Director (other than a co-opted Director) ceases for any reason to be a Master Plumber or a representative of such Member;
  - 11.1.5 The Director dies or resigns; or

11.1.6 The Director is convicted of an offence that would result in disqualification from acting as a Director under the Companies Act 1993.

# 12. Indemnity

12.1 Every Director and every member of any sub-committee of the Board shall be indemnified against, and the Society shall pay, all costs, losses, charges and expenses for which such Director may become liable arising out of any contract entered into, or bona fide action taken by such Director or committee member in the discharge of duties or on behalf of and with the authority of the Society.

### 13. Powers/Functions

- 13.1 The Board shall exercise all the powers of the Society except those specified in Part 2 of Schedule A (being powers that must be exercised by the Members).
- 13.2 Without limiting the scope of the Board's powers, it shall have the authority to undertake such actions as set out in Part 3 of Schedule A.

### 14. Board Meetings

- 14.1 A Meeting of the Board shall be convened immediately following the Annual General Meeting of the Society and thereafter as the Board itself shall decide or as the Chairman or, in the absence of the Chairman, the Vice-Chairman shall consider necessary. In addition, meetings of the Board may be called on the requisition of three (3) Directors.
- 14.2 At meetings of the Board, each Director shall have one vote except that the Chairman shall have a deliberative and casting vote.
- 14.3 A quorum at Board Meetings shall be sixty percent (60%) of the Directors (including Officers, and including co-opted Directors) provided that if any Members are ineligible to vote pursuant to Rule 9.1.8 or 14.4, two thirds (66.6%) of those present and eligible to vote shall constitute a quorum.
- 14.4 Any members of the Board having any interest in any contract or arrangement proposed to be entered into by the Society (other than by virtue of being a Member of the Society) shall declare that interest and shall not vote on any resolution to implement the contract or arrangement and shall, unless the Board otherwise resolves, not remain present during discussion on the proposal.
- 14.5 The Board may resolve to go into Committee to consider such matters as are within its jurisdiction. Any absent member of the Board shall be entitled on request to receive a report from the Chairman of such meeting of any matters discussed in Committee and the decisions taken.
- 14.6 The contemporaneous linking by telephone or video-conferencing of a number of Board members constituting a quorum shall be able to constitute a meeting of the Board so long as:
  - 14.6.1 All the members have received notice of the meeting which may be given by telephone; and
  - 14.6.2 Each member taking part can hear the others at the commencement of the meeting and so acknowledges.
- 14.7 The affairs and business of the Society shall be treated by each Director as confidential and no Director shall disclose or divulge any of the affairs or business of the Society to any person unless authorised to do so by the Board or if required by law.

### 15. Decisions by the Board without a meeting

- 15.1 Anything that may be done by the Board by resolution passed at a meeting may be done, without a meeting or any previous notice being required, by memorandum signed by at least seven of the members of the Board. The Board shall, within seven days after any resolution is passed by memorandum in accordance with this Rule, give a copy of the memorandum including the signatures in accordance with clause 23 to every Director by whom the memorandum has not been signed.
- 15.2 For the purposes of clause 15.1, the Memorandum may be executed and exchanged in any number of counterparts (including copies, facsimile copies and scanned email copies) each of which is to be deemed to be an original, but all of which together are to constitute the memorandum.

# **DECISIONS BY MEMBERS**

# 16. General Meetings

- 16.1 The Annual General Meeting of the Society shall be held at such place as shall have been decided on at the previous Annual General Meeting (or such other place as the Board shall decide) and at such time as the Board shall decide.
- 16.2 At the Annual General Meeting the Board shall submit an annual report and audited financial statements.
- 16.3 At least fourteen (14) days prior to such meeting:
  - 16.3.1 Copies of the annual report and financial statements shall be sent to all Affiliated Associations by post or email; and
  - 16.3.2 The annual report and financial statements shall be available to all Members on the Society's website.
- 16.4 An Auditor or Auditors shall be elected at the Annual General Meeting. The Auditor or Auditors shall have access at all reasonable times to the accounts and records of the Society and shall report on the annual financial statements.
- 16.5 Notices calling General Meetings shall be given by the Secretary to all Members at least fourteen (14) days before such meeting. Such notices shall specify the time and place of the meeting and the business to be transacted.
- 16.6 No business except routine business shall be dealt with unless such business shall have been specified in the notice of meeting or it is so agreed by not less than seventy five percent (75%) of those present and entitled to vote. The election of Directors, the consideration of the financial statements and election of the Auditor shall be deemed routine business. Other matters may be the subject of a recommendation to the Board.
- 16.7 Twelve (12) persons (being Directors eligible to vote and/or representatives of Affiliated Associations eligible to vote) shall constitute a quorum at any General Meeting of the Society provided that not less than two thirds (66.6%) of the Affiliated Associations are represented.
- 16.8 The following Members shall have the right to speak at meetings:
  - 16.8.1 Directors;
  - 16.8.2 Master Plumbers;
  - 16.8.3 Life Members;
  - 16.8.4 Employee Members, Associate Members, Partner Members or any other person, if granted the right by the Chairman.

16.9 Special General Meetings of the Society may be called by the President or on the written request of four (4) Affiliated Associations or fifty (50) Financial Master Plumbers.

### 17. How decisions are made by Members (other than elections) - Meetings

- 17.1 Decisions made at a meeting of Members will be made based on votes by the Directors and the Affiliated Associations. No other Members shall be entitled to vote.
- 17.2 Each Director who is eligible to vote shall have one vote.
- 17.3 Each Affiliated Association shall have a number of votes determined by the number of Financial Master Plumbers belonging to the Affiliated Association as at 31 December in the immediately preceding Financial Year as determined by the register of Members maintained by the Secretary.
- 17.4 The vote or votes of the Affiliated Association shall be cast by that person authorised to do so in accordance with the Rules of the Affiliated Association.
- 17.5 The number of votes able to be cast by each Affiliated Association shall be:

Number of Financial Master Plumbers	Number of Votes
Less than eleven (11)	One (1)
11-30	Two (2)
31-50	Three (3)
51-80	Four (4)
81-119	Five (5)
120-200	Six (6)
201-299	Seven (7)
300 or more	Eight (8)

- 17.6 A fifty-one percent (51%) majority of those voting and present is required to make a decision unless otherwise specified in these Rules.
- 17.7 The President shall chair all General Meetings of the Society and shall have a deliberative vote and a casting vote. In the absence of the President, a General Meeting shall be chaired by a member appointed by the Board who shall also have a deliberative vote and a casting vote.
- 17.8 Proxy voting shall not be permitted.

### 18. How decisions are made by members (other than elections) – Postal Ballot

- 18.1 If a decision is being made by postal ballot, clause 17 applies, except that the Master Plumbers will vote to determine how the votes of each Affiliated Association shall be cast in accordance with clause 18.2.
- 18.2 The following procedure shall apply:
  - 18.2.1 Each Master Plumber shall have one vote;

- 18.2.2 If more than ten percent (10%) of the Master Plumbers belonging to an Affiliated Association return valid voting papers then the votes of that Affiliated Association shall be cast in accordance with the decision with the highest number of votes from those Members;
- 18.2.3 In the event of an equality of votes from the Master Plumbers, then the vote of the President of the Affiliated Association shall be the casting vote. If the President does not vote or returns an invalid voting paper, the Secretary shall randomly select one voting paper from the Master Plumbers of that Affiliated Association, and that vote shall determine the vote of the Affiliated Association;
- 18.2.4 If less than 10% of the Master Plumbers belonging to an Affiliated Association return valid voting papers, then the votes of that Affiliated Association shall be void and shall not be counted. The Affiliated Association shall not be entitled to request a new ballot be held;
- 18.2.5 A voting paper identifying the Master Plumber's Affiliated Association and the last day for voting shall be given to each Master Plumber in accordance with clause 23;
- 18.2.6 Valid ballot papers received by the due time stated on the ballot paper shall be counted for each Affiliated Association; and
- 18.2.7 The ballot shall be conducted under the control of the Secretary as returning officer, and the Auditors as scrutineers.

# MISCELLANEOUS

### 19. Trade marks

19.1 Rules governing the use of the trade marks are set out in Schedule B.

# 20. Special Interest Groups

- 20.1 The Board may from time to time establish special interest groups.
- 20.2 Master Plumbers may register as a member of one or more special interest groups.
- 20.3 Employee Members shall have access rights to all special interest groups for which their employer is registered.

# 21. Alteration of Rules - Meetings

- 21.1 The Rules of the Society may be altered, added to or rescinded by a resolution passed by a two thirds (66.6%) majority of those voting and present at any Annual General Meeting or Special General Meeting.
- 21.2 The Board, or any Affiliated Association (but no other member) may move a notice of motion to amend, rescind or add to the Rules of the Society at any Annual General Meeting or Special General Meeting, provided that such notice (including the text of the amendments to be moved) is received in writing by the Secretary no later than three (3) months prior to the date of such meeting.
- 21.3 No later than two (2) months prior to the date of such meeting, the Secretary shall send a copy of such notice to all Directors and Affiliated Associations in accordance with clause 23.
- 21.4 Amendments to the notice of motion will be accepted up to and including the day of the meeting.

# 22. Alteration of Rules – Postal Ballot

- 22.1 The Rules of the Society may be altered, added to or rescinded by a resolution passed by a two thirds (66.6%) majority of the valid votes cast by postal ballot in accordance with clause 18.
- 22.2 The Board or any three Affiliated Associations may submit in writing to the Secretary a proposed amendment to the Rules to be determined by postal ballot.
- 22.3 Within two months of receipt of such a submission, the Secretary shall send a copy of the proposed amendment to all Master Plumbers and all Affiliated Associations, together with an appropriate voting paper.
- 22.4 The last day for voting on a postal ballot shall be one month from the date the Secretary sends out the voting paper, and shall be specified on the voting paper.
- 22.5 Clauses 21.1 and 22.1 shall not apply to the amendment of Schedule B (trade marks) which shall only be amended in accordance with clause 6 of that Schedule.
- 22.6 All amendments, additions or rescissions to the Rules of the Society shall be operative from the day on which such addition, rescission or amendment is registered with the Registrar of Incorporated Societies.
- 22.7 No amendment, addition or rescission of the Rules shall be made which shall affect the non-profit status of the Society.

# 23. Notices

- 23.1 Notices Any notice given pursuant to these Rules will be deemed to be validly given if:
  - 23.1.1 personally delivered;
  - 23.1.2 posted;
  - 23.1.3 forwarded by facsimile transmission; or
  - 23.1.4 sent by electronic means (commonly known as email),

to the address, facsimile number or email address of the member set out on the Membership Register.

### 24. Common Seal

24.1 The Society shall have a common seal, which shall be kept by the Secretary at the registered office of the Society, and shall be affixed to any document only on the resolution of the Board and each impression of the seal shall be valid only if attested in writing by two Directors and the Secretary.

### 25. Dissolution

- 25.1 The Society may be wound up under the provisions of the Incorporated Societies Act 1908 (or any legislation replacing it).
- 25.2 On the winding up of the Society or on its dissolution by the Registrar, all surplus assets after the payment of costs, debts and liabilities shall be given to such other non-profit organisation or organisations within New Zealand of a similar nature to the Society as the Board decide, or, if the Board is unable to make such decision, shall be disposed of in accordance with the directions of the High Court.

# **S**CHEDULES

# SCHEDULE A - POWERS OF THE SOCIETY

- 1. Powers of the Society (Clause 5.1)
  - 1.1 Purchase, lease, exchange, hire or acquire, and to sell surrender, mortgage, charge, manage, sub-divide, develop and deal with every kind of real and personal property.
  - 1.2 Construct, maintain restore, repair and alter any buildings or structures.
  - 1.3 To invest and deal with the moneys of the Society in any manner authorised by the Board.
  - 1.4 To borrow or raise money and to guarantee or secure repayment of money by mortgage or the entering into of security interests charged on any assets of the Society or otherwise.
  - 1.5 To accept any gift or transfer of property, whether or not subject to any trust, for any of the objects of the Society.
  - 1.6 Implement a Disciplinary and Complaints process which shall include:
    - 1.6.1 acting as mediator or arbitrator of any dispute arising between Members;
    - 1.6.2 receiving and resolving complaints from customers; and
    - 1.6.3 imposing penalties (including expulsion) and fines for breach of these Rules or the Membership Contract, or for conduct contrary to the interests of the Society, or for any other matter as set out from time to time by the Board.
  - 1.7 To employ staff and engage such professional services as the Board shall think desirable.
  - 1.8 To effect insurances in respect of any undertaking activity or assets of the Society as the Board may think fit.
  - 1.9 To indemnify any person or company against debts, liabilities, claims and proceedings incurred on behalf of or in the course of providing any services for the Society and for this purpose to charge any of the assets of the Society.
  - 1.10 To do all or any of the above things or such other things as are incidental or conducive to the attainment of the above objects.
- 2. Powers that can only be exercised by resolution of Members (clause 13.1)
  - 2.1 Alteration of the Rules (clause 21 & 22)
  - 2.2 Dissolution of the Society (clause 25)

- 3. Powers that can be exercised by the Board (clause 13.2)
  - 3.1 All powers of the Society set out in clause 1 of this schedule.
  - 3.2 Enter into contracts on behalf of the Society and expend the Society's funds in carrying out its objects.
  - 3.3 Appoint such committees as it considers necessary for the efficient administration of the Society's affairs.
  - 3.4 Take or defend legal proceedings when necessary.
  - 3.5 Appoint a Chief Executive Officer on such terms and conditions and at such remuneration as the Board may fix from time to time.
  - 3.6 Set the annual subscription in accordance with Rule 7.5.1.
  - 3.7 Set the boundaries of Affiliated Associations in accordance with Rule 8.4.
  - 3.8 Approve applications for membership under Rules 6.1.2, 6.3.2, 6.4.2 and 6.6.2.
  - 3.9 Deal with the funds of the Society by depositing such funds with a bank or by investing them in such manner as the Board shall determine.
  - 3.10 Draw cheques and other bank withdrawal authorities, such instruments being valid only if signed by persons designated from time to time by the Board.
  - 3.11 Appoint or recommend the appointment of representatives to the Plumbers Gasfitters and Drainlayers Board and any other bodies on which the Society is represented.
  - 3.12 Pay Directors fees to and reimburse expenses incurred by Directors.
  - 3.13 Set Director's fees (provided same shall not exceed the limits or amounts fixed by the Society at the Annual General Meeting).
  - 3.14 Pay travelling and accommodation expenses for the duration of the Annual General Meeting for the President, Vice-President and any Director.
  - 3.15 Reimburse any expenses incurred by a representative appointed by the Society while engaged on the business of the Society (at the discretion of the Board).
  - 3.16 Reimburse Directors for their reasonable travelling expenses and accommodation expenses.
  - 3.17 Make policies, which shall be binding on all Members, on any matter relevant to the objects of the Society or specified in these Rules which may require detailed elaboration.
  - 3.18 Define the responsibilities of the President, Vice-President, Chairman and Deputy Chairman.
  - 3.19 Report regularly to Members on the activities and decisions of the Board and in particular shall:
    - 3.19.1 Provide a full report of the Society's affairs to the Annual General Meeting of the Society; and

- 3.19.2 Convene a half-yearly meeting of representatives of Affiliated Associations (which meeting shall not have the status of a General Meeting) and report to such meeting on the activities of the Board and other matters of interest.
- 3.20 Appoint a Director after consultation with the association to represent the interests and liaise with any Affiliated Association, which does not have a director, appointed from its Members.
- 3.21 Amend the Membership Contract from time to time.

# SCHEDULE B - TRADE MARKS

# Rules Governing the Use of the Trade Marks belonging to the Society

- 1. Interpretation
  - 1.1 For the purposes of this Schedule of the Rules:
    - 1.1.1 "Infringing Use" means use of Trade Marks or Other Marks in any way other than in accordance with these Rules;
    - 1.1.2 "Other Marks" means:
      - 1.1.2.1 The registered (or filed and pending) marks set out in this Schedule; and
      - 1.1.2.2 Any additional marks registered (or filed and pending) by the Society but not intended for use by Members.
    - 1.1.3 "Rights Holder" means Master Plumbers and Affiliated Associations.
    - 1.1.4 "Services" means sanitary and gasfitting engineering services in trade;
    - 1.1.5 "Trade Marks" means:
    - 1.1.6 The registered and pending marks set out in this Schedule;
    - 1.1.7 Any additional marks registered by the Society and intended for use by Rights Holders; and
    - 1.1.8 Any name or logo or other mark used as a trade mark by the Society and intended for use by Rights Holder.
- 2. Ownership
  - 2.1 The Trade Marks and Other Marks are the sole and exclusive property of the Society and shall not be used by a Rights Holder except in accordance with these Rules.
- 3. Right to Use
  - 3.1 Any person, partnership or incorporated body satisfying the requirements of membership of the Society as a Master Plumber or Affiliated Association shall be granted a right to use the Trade Marks of the Society, at all times in accordance with these Rules.
  - 3.2 For the avoidance of doubt, clause 3.1 does not confer any proprietory interest in the Trade Marks on any Rights Holder.
  - 3.3 3.3 No Rights Holder shall be entitled to use any of the Other Marks in the course of trade and in relation to delivery of the Services.
  - 3.4 3.4 Rights Holders are under a positive obligation to report any alleged Infringing Use of the Trade Marks or Other Marks by a Rights Holder or any other person to a representative of the Society so that appropriate action can be taken.
- 4. Conditions of Use

- 4.1 A Rights Holder shall use the Trade Marks in a manner which supports and enhances the objectives of the Society, in particular ensuring the highest standards in the delivery of Services.
- 4.2 A Rights Holder shall not use the Trade Marks in a manner or in circumstances which may damage the reputation of the Trade Marks or the Society.
- 4.3 The Trade Marks must be used in their entirety and in the exact forms shown in these Rules. No variations of the Trade Marks are permitted, except with the prior written approval of the Society or as directed by the Society in writing.
- 4.4 The Trade Marks must not be used by a Rights Holder in lieu of the trade name of the Rights Holder, or used in conjunction with trade marks of the Rights Holder in such a way as to be dominated by or appear to be part of such trade marks.
- 4.5 Rights Holders must only use the Trade Marks in relation to their delivery of the Services.
- 4.6 Rights Holders shall be entitled to use the Trade Marks on, or in connection with, advertising, direct marketing, public relations and other forms of promotion specifically relating to the Services they provide.
- 4.7 Rights Holders permit the Society or its agents at all reasonable times to enter its premises for the purpose of inspecting and monitoring the manner in which Services are provided and performed by the Member, and will if called upon by the Society to do so, submit examples of promotional material or other examples of use of the Trade Marks to the Society if requested to do so.
- 4.8 Rights Holders must, when using the Trade Marks and if practicable, acknowledge the Society's exclusive proprietory rights in the Trade Marks.
- 5. Revocation of the Right to Use
  - 5.1 The right to use the Trade Marks granted in clause 3.1 above will be revoked by the Society if the Rights Holder ceases to be a Rights Holder for whatever reason.
  - 5.2 The right to use the Trade Marks granted in clause 3.1 above may be revoked:
    - 5.2.1 If the Rights Holder ceases or fails to comply with any of the Rules set out herein;
    - 5.2.2 If the Rights Holder is convicted of any offence and discredits his, her or its reputation and good faith in the trade;
    - 5.2.3 If, in the case of a body or persons corporate or incorporate, a receiver or liquidator is appointed, or in the case of an individual if such individual is declared bankrupt or insolvent;
    - 5.2.4 If the quality or appearance of the Services provided are such that they have the potential to damage the reputation of the Trade Marks or the Society; or
    - 5.2.5 By the giving of three (3) months written (including by email) notice at the absolute discretion of the Society.
  - 5.3 Where the withdrawal of the right to use the Trade Marks is being considered under clause 5.2 above, the Rights Holder will be contacted by the Society and the reasons for the potential withdrawal will be clearly outlined to the Rights Holder. The Rights Holder will then be given the opportunity to address and

rectify the situation to the satisfaction of the Society or voluntarily cease using the Trade Marks.

- 5.4 A Rights Holder whose right to use the Trade Marks has been revoked shall:
  - 5.4.1 immediately cease all use of, and withdraw all prior use of, the Trade Marks in relation to the delivery of Services, including without limitation, on stationery, vehicles, clothing and all advertising and promotional material; and
  - 5.4.2 Sign such notice of cessation of use of the Trade Marks, including Undertakings, as the Association may require for its purposes.
- 6. Power to amend this Schedule
  - 6.1 The Society may amend this Schedule, wholly or in part, following a two thirds (66.6%) majority vote by the Board in relation to any such amendments.
  - 6.2 Rights Holders will receive three (3) months notice in writing of any new or amended Schedule before any such amendments shall take effect.
- 7. Notices
  - 7.1 Any notice given under this Schedule shall be deemed to have been duly given if provided in accordance with clause 23 of the Rules.

# Registered trade marks

Registered Trade Mark Number	Trade Mark	Class & goods/service description
286952	MASTER PLUMBER	Class 37 building and construction services; repair and maintenance services; installation services; all the aforesaid services being in relation to plumbing and gasfitting; services in this class ancillary to or connected with the aforesaid services
722617	Master	Class 35 Business, business management and business administration services rendered by a trade association to its own members either individually or collectively as members or to members of the trade association; advertising and promotional services, including advertising and promotion of member plumbers, gasfitters and member drainlayers as well as membership organisation; commissioning and overseeing of promotional and advertising activities; organisation of exhibitions, fairs and shows; public relations and publicity services; supply of promotional and advertising materials to members; advisory, consultancy and information services in relation to all of the aforesaid services Class 36 Financial and insurance services; guarantees; provision of

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	financial affairs services including providing quotation and acceptance forms, charge out formulas and price guides; provision of insurance schemes, health insurance, motor vehicle purchase schemes and information relating thereto; advisory, consultancy and information services in relation to all of the aforesaid services
	Class 37
	Building and construction services; repair and maintenance services; installation services; all the aforesaid services being in relation to plumbing and gasfitting; advisory, consultancy and information services in relation to all of the aforesaid services
	Class 41
	Education services; provision of instruction and training services, including curricula, apprenticeship administration, setting skill standards, block courses, craftsman training, policy development and implementation, specialist courses, training programmes, lectures and seminars; production and publication of printed matter including manuals, journals, textbooks, audiovisual and all other educational aids; organising, managing and facilitating exhibitions, fairs and shows; entertainment services; advisory, consultancy and information services in relation to all of the aforesaid services
	Class 42
	Legal, representational, scientific, technological and industrial research services rendered by a trade association to its own members either individually or collectively as members or to members of the trade association; advisory, consultancy and information services in relation to all of the aforesaid services
740424	Class 35
	Business, business management and business administration services rendered by an association to its members either individually or collectively as members or to members of the association; advertising and promotional services, including advertising and promotion of members of the association and of the membership association itself; commissioning and overseeing promotional and advertising activities; organisation of exhibitions, fairs and shows; public relations and publicity services; supply of promotional and advertising materials to members; advisory, consultancy and information services in relation to all of the aforesaid services
	Class 36
	Financial and insurance services; guarantees; provision of financial affairs services including providing quotation and acceptance forms, charge out formulas and price guides; provision of insurance schemes, health insurance, motor vehicle purchase schemes and information relating thereto; advisory, consultancy and information services in

		relation to all of the aforesaid services
		Class 37
		Building and construction services; repair and maintenance services; installation services; all the aforesaid services in relation to plumbing, gas fitting and/or drain laying; consultancy, advisory and information services relating to the aforesaid services
		Class 41
		Education services; provision of instruction and training including curricular, apprenticeship administration, setting skills standards, block courses, craftsman training, policy development and implementation, specialist courses, training programs, lectures and seminars; production and publication of printed matter including manuals, text books, audio visual, journals and all other educational aids; provision of online electronic publications; organising, managing and facilitating exhibitions, fairs and shows; entertainment services; consultancy, advisory and information services relating to the foregoing services
		Class 42
		Legal, representational, scientific, technological and industrial research services rendered by an association to its own members either individually or collectively as members or to members of the association; advisory, consultancy and information services in relation to all of the aforesaid services
740425	Master	Class 35
	Aster Primbers Drainlayers	Business, business management and business administration services rendered by an association to its members either individually or collectively as members or to members of the association; advertising and promotional services, including advertising and promotion of members of the association and of the membership association itself; commissioning and overseeing promotional and advertising activities; organisation of exhibitions, fairs and shows; public relations and publicity services; supply of promotional and advertising materials to members; advisory, consultancy and information services in relation to all of the aforesaid services
		Class 36
	Aaster lumbers ainlayers	Financial and insurance services; guarantees; provision of financial affairs services including providing quotation and acceptance forms, charge out formulas and price guides; provision of insurance schemes, health insurance, motor vehicle purchase schemes and information relating thereto; advisory, consultancy and information services in relation to all of the aforesaid services
		Class 37
		Building and construction services; repair and maintenance services; installation services; all the

		aforesaid services in relation to plumbing, gas fitting
		and/or drain laying; consultancy, advisory and information services relating to the aforesaid services
		Class 41
		Education services; provision of instruction and training including curricular, apprenticeship administration, setting skills standards, block courses, craftsman training, policy development and implementation, specialist courses, training programs, lectures and seminars; production and publication of printed matter including manuals, text books, audio visual, journals and all other educational aids; provision of online electronic publications; organising, managing and facilitating exhibitions, fairs and shows; entertainment services; consultancy, advisory and information services relating to the foregoing services
		Class 42
		Legal, representational, scientific, technological and industrial research services rendered by an association to its own members either individually or collectively as members or to members of the association; advisory, consultancy and information services in relation to all of the aforesaid services
740426	Master	Class 35
	Plumbers Gasiliters	Business, business management and business administration services rendered by an association to its members either individually or collectively as members or to members of the association; advertising and promotional services, including advertising and promotion of members of the association and of the membership association itself; commissioning and overseeing promotional and advertising activities; organisation of exhibitions, fairs and shows; public relations and publicity services; supply of promotional and advertising materials to members; advisory, consultancy and information services in relation to all of the aforesaid services
		Class 36
	Master Plumbers Gasifiters	Financial and insurance services; guarantees; provision of financial affairs services including providing quotation and acceptance forms, charge out formulas and price guides; provision of insurance schemes, health insurance, motor vehicle purchase schemes and information relating thereto; advisory, consultancy and information services in relation to all of the aforesaid services
		Class 37
		Building and construction services; repair and maintenance services; installation services; all the aforesaid services in relation to plumbing, gas fitting and/or drain laying; consultancy, advisory and information services relating to the aforesaid services
		Class 41

		Education services; provision of instruction and training including curricular, apprenticeship administration, setting skills standards, block courses, craftsman training, policy development and implementation, specialist courses, training programs, lectures and seminars; production and publication of printed matter including manuals, text books, audio visual, journals and all other educational aids; provision of online electronic publications; organising, managing and facilitating exhibitions, fairs and shows; entertainment services; consultancy, advisory and information services relating to the foregoing services Class 42
		Legal, representational, scientific, technological and industrial research services rendered by an association to its own members either individually or collectively as members or to members of the association; advisory, consultancy and information services in relation to all of the aforesaid services
740427		Class 35
140421	Master Plumbers Drainlayers	Business, business management and business administration services rendered by an association to its members either individually or collectively as members or to members of the association; advertising and promotional services, including advertising and promotion of members of the association and of the membership association itself; commissioning and overseeing promotional and advertising activities; organisation of exhibitions, fairs and shows; public relations and publicity services; supply of promotional and advertising materials to members; advisory, consultancy and information services in relation to all of the aforesaid services
		Class 36
	Master Gastitters brainflayers	Financial and insurance services; guarantees; provision of financial affairs services including providing quotation and acceptance forms, charge out formulas and price guides; provision of insurance schemes, health insurance, motor vehicle purchase schemes and information relating thereto; advisory, consultancy and information services in relation to all of the aforesaid services
		Class 37
		Building and construction services; repair and maintenance services; installation services; all the aforesaid services in relation to plumbing, gas fitting and/or drain laying; consultancy, advisory and information services relating to the aforesaid services
		Class 41
		Education services; provision of instruction and training including curricular, apprenticeship administration, setting skills standards, block courses, craftsman training, policy development and implementation, specialist courses, training programs, lectures and seminars; production and publication of printed matter including manuals, text

		books, audio visual, journals and all other educational aids; provision of online electronic publications; organising, managing and facilitating exhibitions, fairs and shows; entertainment services; consultancy, advisory and information services relating to the foregoing services Class 42 Legal, representational, scientific, technological and industrial research services rendered by an association to its own members either individually or collectively as members or to members of the association; advisory, consultancy and information services in relation to all of the aforesaid services
795226	MASTER PLUMBERS INSURANCE BROKERS	Class 36 Financial and insurance services; insurance brokerage services; guarantees; services rendered in connection with financial and insurance affairs including providing quotations, assessments and acceptance forms, charge out formulas and price guides; insurance claim assistance services; provision of insurance schemes including health insurance, motor vehicle insurance, income protection insurance and professional indemnity insurance; motor vehicle purchase schemes; provision of information, advisory, and consultancy services in relation to all aforementioned services; provision of all aforementioned services by an organisation for the benefit of its members; provision of all aforementioned services by electronic means, including via the Internet