



# HAND THERAPY NEW ZEALAND

*Ringaromi Aotearoa*

## THE RULES OF HAND THERAPY NEW ZEALAND – Updated July 2018

### 1. NAME

The name of the Association is Hand Therapy New Zealand Incorporated.

### 2. INTERPRETATION

In these rules:

- (a) Association means Hand Therapy New Zealand (HTNZ).
- (b) Parent Body means Occupational Therapy New Zealand, Whakaora Ngangahau Aotearoa (OTNZ) and Physiotherapy New Zealand (PNZ)

### 3A. OBJECTIVES

The objectives of the Association are:

- (a) To advance the specialty of Hand Therapy.
- (b) To promote expertise in the treatment of hand and upper limb conditions by therapists.
- (c) To encourage interchange of techniques and ideas by both occupational therapists and physiotherapists working in this field.
- (d) To organise seminars and meetings to educate and inform those interested in hand therapy.
- (e) To foster a link between Hand Therapy New Zealand the New Zealand Society for Surgery of the Hand.
- (f) To circulate a regular newsletter informing of recent advances both in New Zealand and Internationally.
- (g) To promote and facilitate the advancement of education in the field of Hand Therapy.
- (h) To support undergraduate and postgraduate academic programmes in Hand Therapy.
- (i) To advance recognition of and interest in Hand Therapy by other health professionals.
- (j) To promote and support the interests of members of the group.
- (k) To do such other things as are incidental or conducive to the attainment of these objects.

### 3B. NO PRIVATE PECUNIARY PROFIT& EXCEPTIONS.

No private pecuniary benefit may be made by any person or member of the Association, and all funds, income of whatever source or nature be applied to the charitable purposes of the Association, except that:

- (a) To the extent authorised by the Executive from time to time any member may receive full reimbursement for all expenses properly incurred by that member in connection with the affairs of the Association.
- (b) The Association may pay reasonable remuneration to any member of the Association for services actually rendered to the Association.

- (c) Any member may be paid all usual professional or trade charges for services rendered, time expended and all acts done by that member or by any firm or entity of which that member is an employee, shareholder, director or associate, in connection with the affairs of the Association.
- (d) Any funds, money loaned to the Association by any member may attract and be paid to that member, interest at usual current commercial rates as determined by the Executive.

#### **4. MEMBERSHIP**

##### A. Classes of Membership

The Association's membership year shall run from 1st January to 31st December. These include:

##### **(a) Associate of HTNZ**

###### Entry Requirements

- (i) Registered Physiotherapist or Occupational Therapist who is a current member of their parent body (supply copy of annual parent body membership certificate, and copy of registration certificate or annual practicing certificate as verification of professional registration).
- (ii) Payment of annual \$120 subscription fee. If a member registers with more than three months left in the subscription year they will pay the full subscription fee. If there is less than three months left in the subscription year they will pay a pro rata fee of \$60.

###### Maintenance Criteria

- (i) Accrue a minimum of 45 points in each 2 year period (refer to Schedule of Points)

###### Points Structure

If an associate joins between January & September then the 2 years to accrue points are the calendar year they join and the following calendar year. If an associate joins between October and December then the 2 years to accrue points will be the following 2 calendar years.

If an associate is not able to accrue the points required they should submit a letter to the membership coordinator by November of their second year outlining reasons why and when they anticipate being able to complete the points. The executive will assess eligibility for extensions on a case by case basis.

- (ii) Payment of an annual subscription fee.
- (iii) A lapse of associate membership can be re-established by the accumulation of 20 points within a one year period and a penalty payment.

##### **(b) Registered Member of HTNZ**

###### Entry Requirements

As for an Associate plus:

###### Pathway 1:

- (i) Evidence of 1,800 work hours in the treatment of a variety of hand and upper limb conditions accumulated within the last 3 year period. Conditions involving the forearm and hand should comprise 70% of the case log
- (ii) Completed a HTNZ Inc. approved Hand Therapy Training Programme within the last five years. The currently approved training program is Hand and Upper Limb module (HAUL), run through the Auckland University of Technology (AUT).
- (iii) Completion of a HTNZ approved static and dynamic splinting course.

- (iv) A letter of recommendation from a New Zealand Registered Hand Therapist or Hand Surgeon.
- (v) Documentation/evidence of regular formal supervision.
- (vi) Evidence of peer reviews (2x) by an independent New Zealand Registered Hand Therapist who does not work in the same work organisation as you or your supervisor.
- (vii) A written case presentation (as per guidelines).

Or

**Pathway 2:**

- (i) Current membership of an overseas Hand Therapy Association with equivalent entry criteria or Certified Hand Therapist Qualification (CHT) from Hand Therapy Certification Commission (HTCC).
- (ii) Supporting evidence and CV.
- (iii) A letter of recommendation from a New Zealand Registered Hand Therapist or Hand Surgeon. Overseas applicants will need to be registered as an Associate member for a minimum of six months before applying for full registration. This will enable a letter of recommendation to be written by a New Zealand Registered Hand Therapist following a period of clinical supervision.

Or

**Pathway 3:**

- (i) Evidence of 1,800 work hours in the treatment of a variety of hand and upper limb conditions accumulated within the last 3 year period. Conditions involving the forearm and hand should comprise 70% of the case log.
- (ii) Completed the Hand and Upper Limb (HAUL) module at Auckland University of Technology (AUT) and an additional paper (post graduate level), both within the last five years. This additional paper must be relevant to hand therapy practice.
- (iii) Completion of a HTNZ approved static and dynamic splinting course.
- (iv) A letter of recommendation from a New Zealand Registered Hand Therapist or Hand Surgeon
- (v) Documentation/evidence of regular formal supervision.
- (vi) Evidence of peer reviews (2x) by an independent New Zealand Registered Hand Therapist who does not work in the same work organization as you or your supervisor.

**Maintenance Criteria**

- i) Must accrue 80 points in every 2 year period (log book to be submitted).  
Points Structure  
If a registered membership is conferred between January and September then the 2 years to accrue points are that calendar year and the following calendar year. If registered membership is conferred between October and December then the 2 years to accrue points will be the following 2 calendar years.

Use of points accrued via the AUT HAUL Module

Points obtained from each module and the exam of the training program can be used either:

- towards maintenance points for associate membership in that current 2 year period
- OR
- providing the associate has enough other points to cover their associate membership, can be accumulated and reassigned towards maintenance points for the first two year period of registered membership.

N.B. Points from the training program must be used in their entirety for one of these 2 options (i.e. they cannot be split to be used for both options).

If a registered member is not able to accrue the points required they should submit a letter to the membership coordinator by November of their second year outlining reasons why and when they anticipate being able to complete the points. The executive will assess eligibility for extensions on a case by case basis

- (ii) Payment of an annual subscription fee.
- (iii) A lapse of Registered membership can be re-established by the accumulation of 45 points within a one year period and a penalty payment.

#### **(c) CPD extension**

If you do not intend to practice as a Hand Therapist in New Zealand at any time during a practicing year (1 January - 31 December) you may apply to the Executive committee for consideration of a 12-month extension to your log book.

#### **(d) Life Membership Criteria**

Outstanding contribution during a minimum period of 10 years of continuous membership. To be awarded by a consensus vote at an Annual General Meeting.

#### **(e) Honorary Membership Criteria**

Outstanding contribution to the association by a member or non-member. To be awarded by a consensus vote at an Annual General Meeting.

#### **(f) Rights of Members**

Registered members and Associate members:

- may vote at general meetings
- shall enjoy all rights and privileges of membership
- shall be entitled to attend meetings and functions of the Association
- shall receive a copy of the Association's publications
- must declare if they have a conflict of interest and can be excluded and/or unable to vote on the relevant discussions at the discretion of the Executive.

#### **(G) Termination of Membership**

Membership of the Association shall be terminated

- (a) Upon the member's resignation.
- (b) If the member ceases to be a member of the appropriate parent body.
- (c) If the member remains un-financial by 31 March.
- (d) Members may be readmitted to the association on payment of the annual subscription and providing they meet the criteria already set out in Clause 4A(a) Registered Maintenance Criteria and 4A(b) Associate Maintenance Criteria.

### **5. OFFICERS AND ADMINISTRATION**

Structure Administration of this Group shall be in compliance with the following:

- The Executive shall be the governing body of the Association and shall be responsible for the day to day running of the Association.
- In the absence of an Association policy, the Executive have the authority to act, but must bring it to the attention of the members at the next annual or special general meeting and seek ratification of the policy from the meeting.

## **A. Composition**

The Executive shall consist of the following Officers:

- (i) President  
Secretary  
Treasurer
- (ii) There shall additionally be any number of members able to be co-opted up to a maximum of six.

## **B. Executive Meetings**

- (i) Regular  
Regular meetings shall be called by the Secretary as directed by the President. These may be teleconferences.
- (ii) Special  
Special meetings shall be called by the Secretary if directed by the President or by two executive members.
- (iii) Notice  
The Secretary shall ensure that each member of the Executive is given adequate notice of meetings of the Executive.
- (iv) Quorum  
The quorum shall be a majority of the current members of the Executive.
- (v) Chair  
The President or in his/her absence the Secretary will chair meeting, or if in office, the President Elect.
- (vi) Voting  
Voting shall be on a basis of 1 vote per Executive Member present and voting at the meeting. The Chairperson shall in the event of equality of voting, exercise their casting vote in addition to their deliberative vote.
- (vii) Minutes  
The Secretary shall circulate minutes of each meeting promptly to members of the Executive.

## **C. Expenses**

The Association shall meet the reasonable travelling and other expenses of members of the Executive committee and sub committees.

## **D. Election of Term of Office**

- (i) All Officers and Committee Members shall be elected at the Annual General Meeting of the Association.
- (ii) Officers and Committee Members shall be eligible for re-election. (iii) In event of casual vacancy, the Executive may co-opt a member.

## **E. Duties of the Officers**

### **President**

- (i) Shall be a Registered Hand Therapist.
- (ii) Shall preside and be responsible for conducting executive and Annual General meetings including:
  - 1. Announcement of commencement and adjournment of meeting
  - 2. Ensuring a quorum is met
  - 3. The agenda sequence is followed and completed.
  - 4. All motions arising from the course of the meeting are put to vote, and to announce to the assembly the result of each vote.
  - 5. Shall have both a deliberative and a casting vote.
- (iii) Shall authenticate by signature when necessary, all acts, orders and proceedings of HTNZ.
- (iv) Shall arrange an agenda for the Annual General Meeting in conjunction with the Secretary.
- (v) Shall be aware of the Association Rules and submit proposed changes at the Annual General Meeting.
- (vi) Shall liaise with the New Zealand Association of Hand Surgeons.
- (vii) Shall liaise with kindred international organisations and individuals.
- (viii) Shall sign all copies of membership certification for HTNZ - if unavailable then responsibility to be forwarded onto secretary.
- (viiii) Is an administrator is employed by Hand Therapy New Zealand, the Secretary will ensure the above is completed but may not be required to carry out all the duties themselves.
- (x) In conjunction with treasurer shall be responsible for the signing and approval of all debits to the HTNZ bank account.

### **Secretary**

- (i) In the absence of the president shall be responsible for duties until the next election. (ii) Shall conduct the general correspondence of the association.
- (iii) Shall keep a record of all minutes and make these available to members.
- (iv) Shall be the official medium of communication between the committee and members.
- (v) Shall send out to the executive members an agenda prior to each meeting.
- (vi) Shall maintain a record of the Association's Rules, standards of practice, minutes of meeting, correspondence and other administrative documents including all recorded amendments to said documents.
- (vii) Shall submit the annual report of activities of HTNZ to the Annual General Meeting of the Occupational Therapy New Zealand, Whakaora Ngangahau Aotearoa (OTNZ) and Physiotherapy New Zealand (PNZ).
- (viii) Shall be responsible for sending to the Registrar of Incorporated Societies any changes to the Association's Rules.

### **Treasurer**

- (i) Shall be responsible for the maintenance and monitoring of the HTNZ bank account. (ii) Shall keep a ledger of all monies received and disbursed.
- (iii) In conjunction with president shall be responsible for the signing and approval of all debits to the HTNZ bank account.
- (iv) Shall notify Members not less than one month prior that annual subscription fees are due.
- (v) Shall make a full Financial Report annually and to make such interim reports as the Executive may direct.

## **6. GENERAL MEETINGS**

### **A. Annual General Meeting**

- (i) Timing  
The Association shall hold its Annual General Meeting within 6 months of the end of the financial year at a time and place to be fixed by the Executive.
- ii) The business of the Annual General Meeting shall be:
  - Presentation of annual report and financial statements.
  - Voting and announcement of officers.
  - Discussion and voting on Rule changes
  - Other business.

### **B. Special General Meeting**

A Special General Meeting shall be called as soon as practicable upon requisition in writing to the Secretary by the President or any ten members.

### **C. Notices of Motion**

- (i) The Executive or any two members may submit a notice of motion.
- (ii) A notice of motion seeking to change the Association's rules or regulations or upon policy shall be submitted to the Secretary at least 60 days and any other notice at least thirty days before the meeting.

### **D. Notice of General Meeting**

The Members must be sent notice by email, unless the member specifically requests post, of any Annual or Special General Meeting at least 14 days prior to the Meeting. The notice shall state the time and place of and the business to be discussed including notices of motion. No important topic not so informed shall be dealt with at that specific meeting.

### **E. Effect of Lack of Notice of General Meeting**

If no notice or insufficient notice is given of a General Meeting or if any business accepted by the meeting as "emergency" business which is not mentioned in the notice is transacted at the General Meeting, the Secretary shall forward to the members any resolution taken under "emergency" business within fourteen days. The resulting resolutions shall be ineffective until 30 days after the meeting. If within that period, 20 members not present at the meeting sign and send to the secretary an objection to such resolution or resolutions passed at the meeting, a postal ballot shall be held and the resolutions objected to shall remain ineffective unless or until carried as a result of the ballot.

### **F. Quorum**

- (i) For all Association Meetings at which business is transacted the quorum shall be 3 or 10% membership present or represented by proxy whichever is the greater.
- (ii) A General Meeting shall lapse as to business for which a quorum is not present within 30 minutes of the time the meeting was notified to start.

### **G. Chairperson**

At all meetings the President or in his/her absence the Secretary shall take the chair. If within 15 minutes of the time the Meeting was notified to begin neither are present the meeting shall elect a chairperson from members present.

## H. Voting

### (i) Voting by Members

- All members may vote on all matters unless they have a conflict of interest, in which case they can be excluded at the discretion of the Executive.
- Voting shall be by a show of hands unless the chairperson or at least three members require a secret ballot.

### (ii) Casting Vote

The chairperson shall have an original as well as a casting vote.

### (iii) Secret Ballot

Two scrutineers shall be appointed by the meeting to count the votes and the chairperson's declaration of the result shall be conclusive.

## I. Proxies

Members may vote by proxy at a General Meeting. Notice of a proxy vote can either be emailed or in writing, and in the hands of the Secretary six days prior to the General Meeting. In unexpected circumstances the proxy vote needs to be in the hands of the secretary prior to the commencement of meeting.

## 7. FINANCES

### A. Financial year

The Association's financial year shall run from 1st April to 31st March.

### B. Financial Statements

A copy of the financial statements will be included with the annual report sent to all members with the notice of the Annual General Meeting. If the financial statements are unaudited when sent the auditor's report shall be presented at the Annual General Meeting.

### C. Auditor

The Executive shall appoint an auditor who shall audit the Association's books of account and report as to the correctness of the financial statements presented at the following Annual General Meeting.

### D. Annual Subscriptions

- (i) The Executive shall in each financial year fix the annual subscription for members for the following year.
- (ii) The annual subscription shall be due and payable by 31 December of that year.
- (iii) Arrears  
Any member whose subscription is in arrears beyond 31 December of the financial year shall lose all rights and privileges of membership.
- (iv) Reinstatement  
A member whose subscription is in arrears beyond 31 December may redeem his or her rights of membership by an accumulation of 45 points within a one year period and a penalty payment, unless they have arranged an extension with the Executive.
- (v) Resignation  
A member shall be liable for the full annual subscription unless he or she resigns before 31st March of the financial year.

## **E. Levies**

The executive may impose an additional levy upon members to meet the costs of running the Association for some special purpose as directed by an Annual General Meeting or Special General Meeting of the group.

## **F. Association's Funds and Bank Accounts**

- (i) The Executive shall control the Association's funds and shall authorise the opening of such bank accounts as it thinks necessary
- (ii) All the Association's funds shall be paid into its bank accounts.
- (iii) The Executive shall authorise signatories to operate the Association's bank accounts.
  - All out going cheques shall be operated by a combination of two bank signatories.
  - The bank signatories shall be either 2 of the following: President, Secretary, Treasurer or Administrator.

## **G. Investments**

The Executive may invest any part of the Association's funds in authorised trustee securities upon such terms, as it thinks appropriate.

## **H. Power to Borrow Money**

The Association shall have power to borrow money and to give security over its property for such purposes and in such terms and conditions as to repayment as shall be approved by the Executive, provided that at least twenty-one days of notice of the proposal to borrow money is given to the Members. A quantitative limit may be determined by the Association at the Annual or Special General Meeting.

## **8. PROPERTY**

The Executive may lease, acquire, rent or dispose of on such terms, as it thinks appropriate any real or personal property.

## **9. COMMON SEAL**

The Common Seal of the Association shall be kept by the Secretary and affixed only pursuant to a resolution of a General Meeting or of the Executive and in the presence of two members of the Executive all of whom shall sign the instrument to which the Seal is affixed.

## **10. COMMITTEES**

### **A. Establishment**

The Executive may establish committees to handle any aspect of the Association's affairs or for any special purpose and may define the role and appoint or remove the members of such subcommittees.

### **B. Minutes**

The Committee shall circulate minutes of each meeting promptly to the members of the Committee and to the Secretary of the Executive.

### **C. Annual Report**

Each subcommittee shall report to the Annual General Meeting of the Association and shall submit a copy of its report to the Secretary at least 30 clear days before the meeting

### **D. Expenses**

The Association shall meet the reasonable travelling and other expenses of members of committees.

**E. Disbandment**

The Association or Executive may disband any committee.

**11. RULES AND REGULATIONS**

The Association in General Meeting shall, upon notice in accordance with rule 6C (ii) have the power to alter these rules and to make regulations consistent with these rules for the administration of the Association and to alter or rescind such regulations. Shall only occur at Annual General or Special General Meeting.

**12. WINDING UP**

The Association may be wound up by a resolution passed by a simple majority of members at a specially called meeting. If upon winding up of the Association there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other organisation with similar objects or some other charitable organisation, as determined by the consensus of the remaining members of the Association, or failing this as the High Court shall direct.

**13. ALTERATION OF RULES**

No addition to or alteration of the non-profit aims, private pecuniary profit clause or the winding up clause shall be approved, without the approval of the Inland Revenue Department.

The provisions and effect of this clause shall not be removed from this document and shall be included and implied in to any document replacing this document.