

Epilepsy Association of New Zealand Incorporated (Epilepsy NZ) Membership Terms and Conditions

Version: 2.0 | Effective date: 12 February 2026

1. Introduction

These Terms and Conditions form a legally binding agreement between you and Epilepsy Association of New Zealand Incorporated ("Epilepsy NZ", "we", "us"). By applying for or renewing membership, you agree to be bound by these Terms and Conditions, our Constitution, the Member's Code of Conduct, and our Privacy Statement.

These Terms and Conditions are governed by the laws of New Zealand. Any dispute will be resolved under New Zealand law and in accordance with the dispute resolution process set out in our Constitution.

You should read these Terms and Conditions together with our Privacy Statement available at <https://www.epilepsy.org.nz/privacy> and any other policies referenced in these Terms and Conditions.

2. Definitions

In these Terms and Conditions:

- **Constitution:** means the constitution of Epilepsy NZ as amended from time to time.
- **Member:** means a person or entity whose membership application has been approved and who has paid all applicable subscriptions and fees (if any).
- **Societies Act:** means the Incorporated Societies Act 2022 (as amended from time to time).
- **Privacy Act:** means the Privacy Act 2020 (as amended from time to time).

3. Membership eligibility and classes

We offer several membership options to suit different needs, including Individual, Corporate, Unincorporated Group, Employee, and our honored Life Member category.

- **Membership term:** 1 April – 31 March
- **Amount:** Single annual subscription (no pro-rata)
- **Late-joiner rule:** Members joining on or after **1 January** carry membership through to the following year
- **AGM eligibility:** Subscription and fees (if any) must be paid by **31 July**.

3.1 Eligibility – Membership may be granted to any consenting person or body corporate who supports the purposes of Epilepsy NZ, applies for membership, and pays the applicable subscription and fees (if any), subject to Board approval. For unincorporated groups, a nominated representative must provide written consent to act as the voting representative.

3.2 Classes of membership – The following classes are available:

<u>Class</u>	<u>Who can apply</u>	<u>Voting rights</u>	<u>Notes</u>
Individual Member	A natural person	Yes	Subject to payment of membership subscription
Corporate Member	A body corporate	Yes (via nominated representative)	Must notify us of any change to representative
Unincorporated Member	An unincorporated group	Yes (via nominated member)	Must provide and keep current, a list of members and contact details
Life Member	An Individual or Corporate Member nominated and confirmed at a General Meeting	Yes	Subscription exempt; may still pay one-off event or activity fees
Employee Member	An employee of Epilepsy NZ	No	May attend General Meetings without voting rights

3.3 Unincorporated Members – An unincorporated group must nominate a member of that group to act as its representative by passing a written resolution and providing it to Epilepsy NZ. The nominated member will become a Member of Epilepsy NZ, have authority to exercise the group’s voting rights, and be treated as acting under the authority of the group. The group may replace its nominated member with written resolution. The group must provide a list of its members (at minimum names and contact details) and notify us of any changes within 30 days.

3.4 Board discretion – The Board may decline any application that does not meet eligibility criteria or is inconsistent with the purposes or values of Epilepsy NZ. Written reasons will be provided. Applicants may appeal in writing within 14 days. The Board (or its delegate) will review and respond within 30 days.

4. Member records

4.1 The Chief Executive (or delegate) will maintain a register of Members that includes full name, postal address, telephone number, email address, date membership commenced, class of membership subscription paid, and where applicable the nominated representative for Corporate or Unincorporated Members. For former Members, we will retain the name and date membership ceased for at least seven (7) years.

4.2 Members must keep their details up to date and notify Epilepsy NZ of any changes without undue delay.

5. Communications with Members

5.1 Official notices to Members may be provided by email and/or published on our website. Members who have not supplied an email address may request alternative methods consistent with applicable law.

5.2 Marketing communications – We will only send commercial electronic messages in accordance with the Unsolicited Electronic Messages Act 2007. You can opt out at any time using the unsubscribe link provided or by contacting national@epilepsy.org.nz. We maintain records of consent in line with our Privacy Statement.

6. Subscription payment

6.1 Annual subscription and fees (if any) are set by the Board and may -vary from time to time. A Member may only exercise membership rights (including voting at General Meetings) when all amounts due have been paid by their due dates.

6.2 Subscription assistance – The Board may waive or reduce a subscription, in cases of financial hardship or other exceptional circumstances. Requests must be made in writing to the Chief Executive and will be considered on a case-by-case basis. Decisions will be recorded in Board minutes and treated confidentially.

6.3 Methods of payment – Subscriptions may be paid by debit or credit card through our PCI DSS compliant payment processing platform or by direct credit to our bank account (details available on our website or by email).

6.4 Changes to subscriptions – We may change the subscription at any time. Changes will be notified in advance on our website and/or by email.

7. Membership application and renewal

7.1 Application – To apply for membership, complete the online expression of interest form on our website. Applications are considered at monthly Board meetings. If approved, we will send you an email invitation to complete the online membership form and payment. If not approved, we will notify you by email.

7.2 Consent and declarations — You must confirm that you have read and agree to these Terms and Conditions and the Member’s Code of Conduct by ticking the acceptance box before submitting the form.

8. Ending membership

8.1 Resignation – You may resign by giving written notice to the Chief Executive. Your resignation takes effect on receipt (or a later date stated in your notice).

8.2 Expiry for non-payment – Membership will lapse if the annual membership subscription remains unpaid at the end of the 12-month membership period.

8.3 Death or dissolution – Membership ceases automatically on the death of an individual Member or the dissolution of a body corporate or unincorporated group.

8.4 Member-initiated cancellation – You may cancel your membership at any time by contacting us by phone (0800 37 45 37) or email (national@epilepsy.org.nz). Membership subscriptions are not refundable unless required by law.

9. Suspension and termination

9.1 The Board may suspend a Member who is charged with a criminal offence and may remove a Member who is convicted of a criminal offence, if the Board considers that continued membership would be undesirable.

9.2 Following the dispute resolution procedures in our Constitution, the Board may by at least a two-thirds resolution terminate a membership if the Member has breached the Constitution, these Terms and Conditions, our bylaws, or applicable law, or has engaged in misconduct bringing Epilepsy NZ into disrepute.

9.3 Procedural fairness – Any suspension or termination process will be managed in accordance with the dispute resolution provisions set out in the Constitution.

10. Member’s Code of Conduct

Members must at all times act respectfully, safely, professionally and with integrity; comply with lawful and reasonable requests and policies; respect privacy and confidentiality; use Epilepsy NZ property and information only for authorised purposes; avoid conduct that brings Epilepsy NZ into disrepute (including online conduct); and not engage in behaviour that may cause harm to any person. Breaches may result in warnings, conditions, suspension or termination as set out in clause 9.

11. Privacy and security

We collect, use, disclose and store personal information in accordance with the Privacy Act 2020 and our Privacy Statement. You have the right to request access to and correct your personal information. For more information, see our Privacy Statement at <https://www.epilepsy.org.nz/privacy> or contact national@epilepsy.org.nz.

12. Complaints

If you have a complaint about our services or a Member's conduct, please contact the Chief Executive at ceo@epilepsy.org.nz or call 0800 37 45 37. We will acknowledge your complaint within 5 working days and aim to provide a written response within 20 working days. If you are dissatisfied with the outcome, you may request an internal review by the Board or pursue any external remedies available by law.

13. General

13.1 Changes to these Terms and Conditions – We may amend these Terms and Conditions from time to time. The current version will be available on our website and material changes will be notified to Members by email.

13.2 Severability – If any provision is held invalid, the remainder remains in force.

13.3 Contact – Epilepsy Association of New Zealand Incorporated,
<https://www.epilepsy.org.nz>, national@epilepsy.org.nz, 0800 37 45 37.

Note: This document provides general information only and does not constitute legal advice. For advice tailored to your circumstances, please seek independent legal counsel.