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**RULES OF THE  
NEW ZEALAND ASSOCIATION OF CHILD & ADOLESCENT  
PSYCHOTHERAPISTS INC.**

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2014

..... working professionally with children, adolescents and their families.

## RULES OF THE ASSOCIATION

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## **CLAUSE 1 NAME**

The name of the Society shall be:-

### **THE NEW ZEALAND ASSOCIATION OF CHILD AND ADOLESCENT PSYCHOTHERAPISTS (Incorporated)**

## **CLAUSE 2 OBJECTS**

The objects for which the Association is established are:-

- 2.1 The fostering and advancement of the theory and practice of Child & Adolescent Psychotherapy with emphasis on the **application of psychoanalytic, psychodynamic and system theory alongside** developmental principles in diagnosis and treatment.
- 2.2 To provide a forum for discussion and mutual understanding of associated subjects.
- 2.3 To promote and maintain professional standards of practice and to uphold and enforce honourable and proper practice.
- 2.4 To promote an appropriate standard of training adopting as a basis the National Training Course for Child & Adolescent Psychotherapists whilst retaining the right to recognise as suitable or to reject as unsuitable any other training course.
- 2.5 To represent the views and to act on behalf of its Members on social policy and conditions of employment.
- 2.6 To publish journals and other relevant publications as seen fit.
- 2.7 To promote the recognition of Child & Adolescent Psychotherapy as a discipline and the recognition of this Association by:-
  - (a) the Medical profession;
  - (b) **the Ministries of Health, Justice, Education, Social Development and allied Non-Government Organisations and welfare services;**
  - (c) **all persons, Bodies and Organisations maintaining, organising or administering hospitals or therapeutic centres; and**
  - (d) Institutions for the care of children and their families.
- 2.8 To arrange and secure such funds whether from subscriptions, fees, donations, and subsidies or in such other lawful manner as the Executive shall from time to time determine.
- 2.9 To liaise or affiliate with any Society, Association or Organisation having objects altogether or substantially similar to those of the Association.

- 2.10 To provide suitable premises for the meetings and carrying on of the works of and for the purpose of carrying into effect the objects of the Association and to employ and dismiss servants and agents. To establish branches and branch offices and to provide for the appointment of local committees to deal with local matters or matters of general interest to the Association which may require local attention.
- 2.11 To do any act, matter or thing which may appear to the Executive of the Association to be incidental or conducive towards carrying into effect or attainment of the objects of the Association including:
- (a) To acquire by purchase, take on, lease or otherwise lands and buildings and all other property real and personal which the Executive of the Association may from time to time think proper or dispose of such property or any part therefore and to erect on such land, any building and to alter, add to and maintain any building erected upon such land.
  - (b) To sell, improve, maintain, manage, exchange, lease, mortgage, dispose of, turn to account or to otherwise deal with all or any part of the property assets and rights of the Association.
  - (c) To give guarantees, bonds and indemnities and to make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, drafts, debentures and all or any negotiable or transferable instruments.
  - (d) To raise or borrow money in such manner and upon such security (if any) as the Executive of the Association shall think fit and in particular upon security of any mortgage or mortgages, charge or charges of all or any part of the Association's property assets and rights (both present and future) or by the issue of debentures charges or not upon all or any part of the Association's property assets and rights (both present and future) and generally with such rights and upon such terms and conditions in all respects as the Executive of the Association shall see fit to purchase redeem or pay off any such securities and re-issue same.

### **CLAUSE 3 INTERPRETATION**

“The office”	means the registered office of the Society (“Association”)
“The Society”	means the New Zealand Association of Child and Adolescent Psychotherapists Inc
“The Association”	means the New Zealand Association of Child and Adolescent Psychotherapists Inc
“Year”	means the financial year
“Executive”	means the Executive Committee

“Secretary”	means the Secretary of the Association
“Treasurer”	means the Treasurer of the Association
“Convenor”	means the Convenor of the Membership Committee
“NZACAP”	means the New Zealand Association of Child and Adolescent Psychotherapists Inc

#### **CLAUSE 4 MEMBERSHIP**

**4.1 Membership of the Association shall consist of Full, Provisional and Student Members.**

**4.2 All Full, Provisional and Student Members are professionally bound by the Association’s Rules.**

**4.3 There are also Affiliates of the Association, see Clause 5.**

#### **4.4 Full Members**

**(a) A person is a Full Member if that person has been admitted into the Association as a Full Member by the Association’s Membership Committee under the criteria for Full Membership required at the time of application to Full Membership and that membership has not been terminated for any of the reasons set out in clause 20 below.**

**(b) The current criteria for application to become a Full Member is set out in clause 6 below.**

#### **Annual Requirement**

**(c) Full Members must submit their membership intentions in writing to the Convenor on an annual basis and an Annual Membership Certificate will be issued upon payment of the Annual Subscriptions. (See clause 7).**

#### **Founders:**

**(d) Founder Members being any person in attendance at the 1975 Annual General Meeting and those for whom this category of membership was ratified at the 1976 Annual General Meeting. Founder Members who remain members of the Association are Full Members, and bound by the rules and regulations of Full Membership.**

**(e) To be listed below as a Founder of the Association is a reflection of the esteem and respect in which these pioneers are held, whether they remain active in the Association or not.**

**(f) The Founder Members of the Association: Rosie Adams, Jos Brusse/Rossell, Julie de Souza, Liz Hurst, Kath Page, Carol Jackson/O’Connor, Priscilla Leeks, June Scott, Liz Jons, Elisabeth Muir, Annette Fliegner, June Morgan, Dawn Manley and Lily McKelvie.**

**Retirement or Resignation:**

- (g) A Full Member can resign and apply to be an Affiliate at ANY time.

To become a Full Member after resignation or retirement will require the completion of the process to become a Full Member.

**Life Member:**

- (h) The Executive Committee may resolve that a Full Member of the Association is to be nominated as a Life Member at an Annual General Meeting of the Association. It is anticipated as a guideline that no more than four Life Membership Certificates will be granted at any time while Full Member numbers remain less than 100.

The nomination of Life Member is about recognition of a lifetime of exceptional practice, contribution and service to the field of Child Psychotherapy, and to NZACAP. If such nomination is moved and passed by a majority of the votes at that meeting that person shall henceforth have all rights of a Full Member until such time as he/she dies, or resigns in writing.

- (i) A Life Member shall not be liable for annual membership fees.

**Leave of Absence:**

- (j) A Full Member can apply to the Executive for a leave of absence from the Association if the Full Member intends to cease practice as a psychotherapist, without rescinding their Full Member status. They may pay lower annual subscriptions at the discretion of the Executive. Each application will be considered on its own merits and circumstances by the Executive.
- (k) Leave of Absence will require an annual written application to the Membership Convenor for consideration and be time limited to a maximum of 3 years, and thereafter also at the Executive's discretion.
- (l) The Full Member may return to the Association within the timeframe given by the Executive by notice in writing in accordance with clause 4.4(c) and will not be required to comply with the requirements of clause 6.2 to renew that person's full membership.
- (m) The Full Member while on leave of absence will remain subject to the Rules & Conditions of a Full Member status.

**4.5 Provisional Members**

- (a) A person is a Provisional Member if that person has made an application for Full Membership with the intention of becoming a Full Member, and has been admitted into the Association as a Provisional Member by the Association's Membership Committee with that person having satisfied the criteria for Provisional Membership as set out below in Clause 6.

- (b) **Provisional Member category replaces that of Graduate or Intending as at AGM 2014.**
- (c) **A Provisional Member can apply to use the Association's Indemnity Insurance scheme.**
- (d) **Annual Requirement: Provisional Members must submit their membership intentions in writing to the Convenor on an annual basis by 31 March of each year and an Annual Membership Certificate will be issued upon payment of Annual Subscriptions. (See Clause 7).**

#### **4.6 Student Members**

- (a) **A Student member of the association is any person not being a full or provisional member, or an affiliate and who is an enrolled student of an approved Child and Adolescent Psychotherapy training. Student members will be approved by the membership committee.**
- (b) **Annual Requirement: Student Members must submit their membership intentions in writing to the Convenor on an annual basis by 31 March of each year with proof of enrolment for their training. Then an Annual Membership Certificate will be issued upon payment of Annual Subscriptions. (See Clause 7.)**
- (c) **Student Members may, subject to the payment of a subscription to the Association:-**
  - **attend Annual General Meetings and Special Meetings;**
  - **shall have such rights as set out in Clause 21;**
  - **attend conferences/seminars convened for the Association's members;**
  - **receive Association correspondence where appropriate;**
  - **have access to the Website and any social media as appropriate.**

#### **CLAUSE 5 AFFILIATION TO THE ASSOCIATION**

- 5.1 NZACAP is the professional body for Child and Adolescent Child Psychotherapists in New Zealand Aotearoa. For those who do not hold the relevant qualification and/or are unable to become Full Members of the association the opportunity exists to become affiliated to NZACAP. In this way NZACAP Members welcome the opportunity to have a strong relationship with allied professionals who share an interest and respect for therapeutic work with children, adolescents and their families.**
- 5.2 Any person wishing to become affiliated to NZACAP must complete the application process as outlined below:**
- 5.3 Applicants are to contact the Membership Convenor in the first instance to indicate their intention to apply.**



**5.4 Any application to be an Affiliate will include the following:**

- (a) A letter of nomination from a Full Member;
- (b) An application letter outlining their interest in child psychotherapy and reasons why they wish to become an Affiliate to the Association;
- (c) A current Curriculum Vitae;
- (d) Payment of the application fee as set by Executive;
- (e) A consent to police vetting on the form supplied by the Convenor; and
- (f) The Membership Committee will make the final decision in writing.

**5.5 Affiliates to NZACAP:**

- (a) May attend AGMs and have such rights as set out in clause 21;
- (b) May attend conferences and seminars convened for Association Members;
- (c) May receive Association correspondence;
- (d) May have access to relevant areas of the NZACAP website, and social media as appropriate;
- (e) Must not hold out NZACAP to be their professional body;
- (f) Affiliation may be rescinded by the Executive at their discretion. As NZACAP is not an Affiliate's professional body Affiliates are not legally bound by the Code of Ethics and Rules of the Association. NZACAP would expect that in accepting Affiliation there is an agreement to become familiar with and adhere to NZACAP Code of Ethics and Rules;
- (g) Affiliation is a discretionary status and not a membership category.

**CLAUSE 6: APPLICATION FOR MEMBERSHIP****6.1 ALL CATEGORIES**

- (a) All Applicants shall be subject to the payment of a non-refundable application fee as set by the Executive from time to time.
- (b) All applications for all categories are to be submitted in writing to the Convenor.
- (c) All Applicants shall provide a current Curriculum Vitae.
- (d) All Applicants shall supply a written nomination by a Full Member of the Association.

- (e) All Applicants shall consent to a criminal history check and complete the procedure requested by the Convenor of the Membership Committee as required.

## 6.2 APPLICATION FOR FULL MEMBERSHIP

- (a) Completion of 6.1 (a) – (e) and 6.2 (a) - (e)
- (b) The Applicant shall have completed no less than 40 hours supervision and provide a written report from his or her supervisor who is an existing Full Member of the Association or has been approved by the Membership Committee. The Supervisor's report shall stipulate the total hours of supervision of Child and Adolescent work and shall provide a full and professional appraisal of the Applicant's standard or practice and suitability for Full Membership to the Association. The report shall follow current guidelines.
- (c) The Membership Committee reserves the right to interview the Nominator and the Supervisor identified by the Applicant for that purpose.
- (d) An Applicant's process will proceed as deemed appropriate to their application and on a case by case basis by the Membership Committee, otherwise the standard requirements for presentation for Full Membership are:
  - (i) Four (4) months prior to the Conference the Applicant must submit to the Convenor of the Membership Committee four (4) copies of a written, Postgraduate case study. This will be read and discussed by the Membership Committee.
  - (ii) A viva will be held with the Membership Committee. This will not include the candidate's supervisor or prior trainers.
  - (iii) Feedback protocols from the Membership Committee to any Applicant are decided by the Membership Committee and the Applicant and laid down on a case-by-case basis.
  - (iv) The Applicant will be notified by mail of the decision within four (4) weeks of their Viva.
- (e) If the Membership Committee is satisfied at its discretion that the Applicant is a fit and proper person to become a Full Member, the Applicant shall be invited to present his or her clinical work at the appropriate annual Conference, or at a different time as may be negotiated. A presentation to the Association at Conference will only occur once an Applicant has succeeded in the Full Membership application process.

## 6.3 APPLICATION FOR PROVISIONAL MEMBERSHIP

The requirements for Provisional Membership are:-

- (a) The completion of Clause 6.1 (a) – (e) and 6.2 (a) – (e)

- (b) The Applicant shall submit evidence to the Secretary of successful graduation with a New Zealand based Diploma or Masters in Child Psychotherapy currently being offered from a recognised tertiary training, or its equivalent, such training being recognised by the Executive and Membership Committee, and approved for the purpose of Provisional Membership to the Association. Criteria for approval of such training will be determined by the Executive and Membership Committee, and will be set out in guidelines made available to the Applicant.
- (c) The Applicant shall have completed no less than 60 hours of individual supervision, (this may include time in training) the supervisor identified being an existing Full Member of the Association or a supervisor so approved by the Membership Committee for the purpose of Provisional Membership.
- (d) The Applicant shall submit to the Secretary two (2) written reports, one from the clinical supervisor, and one from a senior colleague or manager from the agency in which the candidate is currently employed or has attended as part of an extended clinical placement (6 months or more).

On acceptance by the Membership Committee the Provisional Member shall complete the Full Membership application as laid out in Clause 4.1 within a three (3) year period, or as may be agreed by the Membership Committee from time to time.

#### 6.4 APPLICATION FOR STUDENT MEMBERSHIP

The requirements for Student Membership are:

- (a) The completion of Clause 6.1 (a) – (e) and 6.4 (a) – (b)
- (b) Students must provide proof they are enrolled as a student of Child and Adolescent Psychotherapy. There is an annual requirement in this regard, see Clause 4.3

#### CLAUSE 7 ANNUAL CERTIFICATE OF MEMBERSHIP

7.1 Upon receipt of the Annual subscription the Treasurer will supply the Secretary with the list of the current Full, Provisional and Student Members within four weeks of due date of the Subscription. Once collated the Annual Membership Certificates for the appropriate category of membership will be distributed by email and/or post if so requested.

7.2 Affiliates will not receive Certificates of Membership.

#### CLAUSE 8 THE OFFICERS OF THE EXECUTIVE

8.1 The Officers of the Association shall be as follows:-

- (i) A President
- (ii) The Secretary/Treasurer or the Secretary;
- (iii) A Treasurer
- (iv) A Membership Convenor

**CLAUSE 9 EXECUTIVE FUNCTION**

- 9.1 An Officer of the Executive Committee shall be elected biannually at the General Meeting but shall be eligible for re-election provided that this is not for any one period in excess of four (4) years.**
- 9.2 An Officer of the Executive shall hold office until he/she resigns, or is removed from office by a resolution of the Executive. Any vacancies in such offices shall from time to time be filled by a resolution of the Executive.**
- 9.3 All members of the Executive shall be Full Members, unless co-opted by the incumbent Executive to fill an Office or Support Role until the next AGM.**
- 9.4 Any vacancies of Office may be filled by a resolution of the Executive provided however an Officer appointed under this rule shall retire at the next Annual General Meeting, and may be eligible for re-election at such meetings.**
- 9.5 All members of the Executive shall be entitled to remuneration for their duties as laid down by the membership from time to time.**

**CLAUSE 10 POWERS OF EXECUTIVE**

- 10.1 The management of the business of the Association shall be vested in the Executive and the Executive may exercise all such powers and do all such acts and things as the Association is by its Rules or otherwise authorised to exercise and do and are not hereby or by Statute directed or required to be exercised or done by the Association in General Meeting but subject nevertheless to the provisions of the Act and of these Rules from time to time made by the Association in General Meeting provided that no such regulation shall invalidate any prior act of the Executive which would have been valid if such regulations had not been made. In furtherance and not in limitation of and without prejudice to the general powers conferred by these Rules it is hereby expressly declared that the Executive may entrust to and confer upon any Committee in respect of matters covered by such Committee which may require attention, such of the powers exercisable by the Executive as the Executive may think fit and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as the Executive thinks expedient and the Executive may confer such power either collaterally or to the exclusion of and in substitution for all or any of the powers of the Executive in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.**

**CLAUSE 11 THE PRESIDENT****11.1 The President shall:-**

- (a) Provide leadership of the NZACAP as a whole.**
- (b) Provide support and guidance to Executive and the wider membership and to support new initiatives.**

- (c) Preside at and chair executive meetings**
- (d) Receive and respond to issues the subcommittees deem appropriate.**
- (e) Ensure the NZACAP acts in a constitutional manner.**
- (f) Chair the Annual General Meeting.**
- (g) Act as a spokesperson for the Association where appropriate, e.g. To the media, ACC, Family Court (media spokespeople may also be co-opted in other regions).**
- (h) Confer at regular intervals with the Officers of the Executive and Membership Committee and in conjunction with the Treasurer, to have some overview of financial management.**
- (i) Hold any confidential information necessary (and an index of confidential records held by NZACAP lawyer).**
- (j) Look at ways of utilising the skills of the wider membership and tasks useful to the association, e.g. Follow up suggestions from Annual General Meeting.**
- (k) Meet with the Executive as required**
- (l) Lead and assist with NZACAP policy development**
- (m) Do such other acts in relation to the affairs of the Association as from time to time the Executive or the Chairperson or a meeting may require.**

## **CLAUSE 12 THE SECRETARY**

### **12.1 The Secretary shall:-**

- (a) Notify each person when elected of his/her election as an Officer, or if co-opted by the Executive.**
- (b) Distribute the Annual Membership Certificate by email, and/or post if requested, in conjunction with the Treasurer. See Clause 7.**
- (c) Notify Members of meetings of the Association that does involve and should include those Members, and give all such notices as may be required by these Rules.**
- (d) Keep a register of Members hereinbefore mentioned in conjunction with the Treasurer and the Convenor.**
- (e) Keep the Membership register updated on the Association Website.**
- (f) Keep records of the public contact details of Members, with their permission recorded, on the Association Website.**

- (g) Keep a record of all proceedings of meetings and of the attendance of officers and Members of the Association at such meetings.**
- (h) Meet with the Executive as required.**
- (i) Assist with NZACAP policy development.**
- (j) The Secretary, and Convenor of the Membership Committee whichever is applicable, shall be responsible for viewing all Full and Provisional Applicants' criminal history records as supplied from the Department of Courts, and all existing Full and Provisional Members' criminal histories at an interval agreed upon by vote at the Annual General Meeting by Members entitled to vote.**
- (k) Do such other acts in relation to the affairs of the Association as from time to time the Executive or the Chairperson or a meeting may require.**

### **CLAUSE 13 THE TREASURER**

#### **13.1 The Treasurer shall:-**

- (a) Bank or cause to be banked in the name of the Association all moneys received.**
- (b) Disburse the funds of the Association as may be determined by the Executive.**
- (c) Keep the Association's books of account and prepare the necessary financial accounts and statement.**
- (d) Keep the Executive updated with regard to annual Membership applications and the payment of subscriptions.**
- (e) Meet with the Executive as required.**
- (f) Assist with NZACAP policy development.**
- (g) Do such other acts as the Executive may from time to time require.**

### **CLAUSE 14 THE CONVENOR**

#### **14.1 The Convenor shall:-**

- (a) Be responsible for co-ordinating the marking of case studies, viva examination and case presentation for applications for Full Membership.**
- (b) Respond to and facilitate processing of applications for Membership in all categories.**
- (c) Liaise with the Members of the Membership committee and facilitate the decision making process regarding applications.**

- (d) Delegate marking and assessment tasks to alternative Members as appropriate and as required.**
- (e) Keep the Executive updated with regard to Membership business.**
- (f) Meet with the Executive as required.**
- (g) Assist with NZACAP policy development.**
- (h) Liaise with PBANZ as appropriate with regard to Membership procedures and PBANZ pathways to registration.**
- (i) Action any other tasks as the Executive may from time to time require.**

## **CLAUSE 15 THE MEMBERSHIP COMMITTEE**

### **15.1 Members of the Membership Committee shall consist of:-**

- (i) The Convenor of the Membership Committee. The Convenor shall be responsible for processing all applications for Membership to the Association.**
- (ii) The Committee shall consist of two (2) Full Members and the Convenor.**
- (iii) The two (2) Committee Members shall not be required to resign nor be removed from office together, but rotated in a three year cycle.**

### **15.2 Members shall assist the Membership Convenor in processing Membership Applications and marking any assessment material as required.**

### **15.3 Any vacancies in such office, which may occur from time to time, may be filled by such persons as shall be appointed by the Executive, provided however that such persons shall retire at the next Annual General Meeting, but may be eligible for re-election at such meetings.**

## **CLAUSE 16 MEETINGS OF EXECUTIVE AND COMMITTEES**

### **16.1 The Executive may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the President shall have a second or casting vote. Any two (2) Members of the Executive may and the President or Secretary on the requisition of any such two (2) Members shall at any time summons a meeting of the Executive.**

### **16.2 The quorum necessary for the transaction of the business of the Executive shall be two (2).**

### **16.3 The continuing Members of the Executive may act notwithstanding any vacancy in their body but if and so long as their number is reduced below the number fixed as the necessary quorum, the continuing Members of the Executive may**

act for the purpose of summoning a General Meeting of the Association but for no other purpose.

- 16.4 (i) The President except as provided below shall preside at every meeting of the Executive.
- (ii) If the President is not available to attend a meeting or if there is no President present within ten (10) minutes after the time appointed for holding a meeting, or if the President declines to Chair the meeting, the Executive or Committee shall choose someone of their number to be Chairperson.
- 16.5 The Executive may delegate any of its powers to committees consisting of such Member or Members of its body as it thinks fit; any such committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Executive.
- 16.6 Unless a Chairperson has been previously appointed by the Executive a committee may elect a Chairperson of its meetings; if no such Chairperson is elected or if at any meeting the Chairperson is not present within five (5) minutes after the time appointed for holding the same the Members present may choose one (1) of their number to be Chairperson of the meeting.
- 16.7 A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the Members present and in case of an equality of votes the Chairperson shall have a second or casting vote.
- 16.8 All acts done by any meeting of the Executive or of a Committee of the Executive or by any person acting as a member of the Executive shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such member or person acting as aforesaid or that they or any of them were disqualified be as valid as if every such person had been duly appointed and was qualified to be a member of the Executive or Committee.

## **CLAUSE 17 CRIMINAL HISTORY**

- 17.1 All Members shall give consent to a criminal history check upon application for Membership to an above such category of Membership.
- 17.2 All Members and Affiliates will have a current Police check under Criminal Records (Clean Slate) Act 2004, and consent to full disclosure under the Act as laid down in AGM by the current Executive, and/or upon request made to any member or affiliate from the Executive.
- 17.3 All Members shall duly comply in updating the Association's Criminal History records in no less than a proceeding five (5) year period from 1997 for every member of the Association.
- 17.4 The Executive reserves the right to use clause 20.1 of these rules to terminate a Membership of any such person whom:-



- (i) refuses to comply with this procedure;
- (ii) has such a criminal history that in the opinion of the Executive would jeopardise safe and professional practice with children, adolescents and their families.

#### **CLAUSE 18 SOCIAL MEDIA AND CORRESPONDENCE**

**18.1 All Members & Affiliates of the Association shall have access to the NZACAP Website and to any social media that is developed, and deemed appropriate by Executive decision.**

**18.2 All Members & Affiliates of the Association shall uphold the Rules of the Association and any guidelines approved by majority vote at AGM in relation to Social Media and whenever applicable also to the Rules of the Association & Code of Ethics in this regard.**

#### **CLAUSE 19 INDEMNITY INSURANCE SCHEMES**

**19 Any Indemnity Insurance Schemes made available to the Association are only available to Full and Provisional Members.**

#### **CLAUSE 20 TERMINATION OF MEMBERSHIP AND COMPLAINTS PROCEDURE**

##### **20.1 Termination of Membership**

Membership of the Association shall cease for a period or periods of time upon any of the following events:-

- a) On receipt of the resignation submitted in writing to the Secretary of the Association.
- b) If the Membership Committee is satisfied that a Member is unable to practice satisfactorily because of some mental disability or the nature and extent of any physical disability of the Member; provided that the Committee shall not be satisfied as to the extent of such disability unless and until the Committee shall have considered any medical report on the Member. For the purpose of this rule the Membership Committee may require the Member to undergo such medical examination as the Committee directs to determine whether the Member suffers such disability.
- c) On the resolution of the Executive if a Member fails to pay their subscription properly levied by the Association for a period of not less than two years.
- d) On the resolution of the Executive if a Member fails to comply with the procedure set out in clause 17.4 or has a criminal history that in the opinion of the Executive would jeopardise safe and professional practice with children, adolescents and their families
- e) On the resolution of the Executive made pursuant to Clause 20.4 after the conduct of a disciplinary inquiry in relation to any Member.

## 20.2 Complaints Assessment

### Complaints Assessment Committee

The Executive may from time to time appoint in relation to a particular case three (3) Members of the Association to a Complaints Assessment Committee. No more than one (1) Member of the Executive may be a Member of the Complaints Assessment Committee. The Executive may revoke any such appointment at any time.

## 20.3 Complaints Assessment Committee Investigation and Protocol:

- (i) The Complaints Assessment Committee shall investigate a complaint in accordance with the following provisions.
- (ii) The Complaints Assessment Committee may require the complainant to further particularise the complaint and to support it by statutory declarations as it thinks fit.
- (iii) After preliminary enquiries the Complaints Assessment Committee shall report to the Executive whether the complaint should be further investigated or not. IF the Committee does not recommend further investigation, the Executive shall inform the complainant that the Association will take no further steps in relation to the complaint. IF the Committee recommends that the Executive investigate the matter further, then it shall give notice to the Member of the complaint, of the full particulars of it, the Executive's power to discipline the Member pursuant to Clause 20.4 of these rules, and of the date upon which the Executive will enquire further into the matter. The Member shall be given notice at least twenty eight (28) days before such hearing date. The notice shall require the Member to answer to the complaint.
- (iv) The Member shall, at least fourteen (14) days before the date appointed in the notice give notice to the Executive of whether the Member intends to appear before the Executive, or not to answer to the complaint and to show cause why the Executive should not exercise its powers pursuant to Clause 20.4.
- (v) If the Complaints Assessment Committee recommends to the Executive that it should further investigate any complaint, the Executive shall convene a hearing at which both the complainant and the Member may be represented by Counsel.
- (vi) The Executive shall hear such evidence at that hearing as it considers necessary to fully inform it of the nature and substance of the complaint and the Member's answer to it, whether or not such evidence would be admissible in a Court of Law.
- (vii) In all proceedings under this Rule the Executive shall observe the rules of natural justice.

(viii) The decision of a majority of the Executive at the proceedings held under this Rule shall be the decision of the Executive.

(ix) The Executive shall record its decision in writing and shall record the reasons for its decision.

#### **20.4 Complaints Assessment Committee and Disciplinary action**

(i) If after the Executive has conducted a hearing into a complaint the Executive is satisfied that the Member:-

- has been convicted by any Court in New Zealand of any offence punishable by imprisonment, or any offence pursuant to the Misuse of Drugs Act; or
- has been guilty of professional misconduct. ~~pursuant to Rule 22~~; or
- has been guilty of conduct unbecoming a Member of the Association, the Executive may do any one of the things authorised by this Rule.

(ii) In any case to which sub-rule **20.4(i)** (a) applies the Executive may:-

- order that the Membership of the Member be terminated;
- order that the Member be suspended from the Association for a period not exceeding two (2) years;
- order that the Member be censured;
- order that the Member practice under the supervision of another Member approved for that purpose by the Executive for a period not exceeding two (2) years.

(iii) In addition to any penalty imposed by sub-rule **20.4(ii)** of this Rule the Executive shall notify the employer of the Member, of the Executive's decision.

#### **20.5 Complaint by a Member about a Member**

(a) Every person who seeks to complain against a Child & Adolescent Psychotherapist who is a Member of the Association shall do so in writing to the President of the Association.

(b) On receipt of a complaint the President shall refer it to the Executive who shall appoint a Complaints Assessment Committee pursuant to Clause 20 A & B, and who shall refer the complaint to the Committee.

**CLAUSE 21 ANNUAL & SPECIAL GENERAL MEETINGS**

- 21.1** The Annual General Meeting of the Association shall be held once in every calendar year.
- 21.2** A Special General Meeting may be convened by the Secretary or President under the direction of the Executive and shall be convened on the requisition of not less than twenty (20) percent of the Executive or not less than twenty (20) percent of the Full Members and such requisition shall state the business to be dealt with at such a meeting.
- 21.3** Not less than four (4) weeks' notice shall be given of any Annual or Special General Meeting to all Members and such notice shall state the nature of any business intended to be transacted at such meeting.
- 21.4** All Members of the Association shall be entitled to attend Annual or Special General Meetings and all present, with the consent of the Chairperson, shall be entitled to speak, but only Full Members may move motions or make nominations or vote.
- 21.5** The business of the Annual General Meeting shall be:-
- (a) to receive the Annual Reports of the Executive;
  - (b) to receive the duly audited Annual Statements of Income and Expenditure, and Assets and Liabilities of the Association;
  - (c) to elect the Officers and Members of the Executive for the ensuing period from such nominations duly proposed and seconded by a Full Member and signed by a nominee as shall have been received by the Honorary Secretary at least one (1) hour prior to the meeting. The outgoing Executive remains responsible for convening and chairing the Meeting;
  - (d) to fix subscriptions and Membership application fees for all Members of the Association for the current financial year;
  - (e) to transact any other business of which notice has been given to the Secretary.
- 21.6** The quorum for any General Meeting of the Association shall be the lessor of ten (10) Full Members, or one-third of the current number of Full Members. Those present shall be entitled to one (1) vote on a show of hands or a ballot, and hold no more than two (2) votes by proxy of absent Full Members provided this proxy is agreed in writing and provided that at all times the Chairperson shall have a deliberate as well as a casting vote.
- 21.7** Any Full Member not able to attend such meeting, nor voted by proxy, shall be entitled to vote by email/post/facsimile and such votes shall be distributed and received by the Secretary not more than twelve (12) weeks after such General Meeting.

**21.8** At every General Meeting the Chair will be taken by the President if present and if he/she shall not be present by a Chairperson to be elected from the Members of the Executive by the Full Members present at the meeting.

**21.9** That if within half an hour of the time appointed for the meeting a quorum of Members is not present it shall stand adjourned for twenty four (24) hours and if at such adjourned meeting a quorum of Members as provided for in sub-section (f) hereof is not present the Members then present shall constitute a quorum.

## **CLAUSE 22 COMMON SEAL**

**22.1** The Secretary shall have custody of the common seal of the Association and such seal shall not be affixed to any instrument except by the authority of a resolution of the Executive and in the presence of a Member of the Executive and of the Secretary or such other person as the Executive may appoint for the purpose and that Member of the Executive and the Secretary or other person as aforesaid shall sign every instrument to which the seal of the Association is so affixed in their presence.

## **CLAUSE 23 FINANCIAL**

**23.1** The financial year of the Association shall be the calendar year to July 31.

**23.2** The Association shall cause to be kept proper books of account in which shall be kept full true and complete accounts of the affairs, assets and transactions of the Association.

**23.3** At the close of each financial year and at such other times as the Executive may elect an Income and Expenditure account and a statement of Assets and Liabilities of the Association shall be prepared and shall be examined. An audit may not be required for the ensuing year.

**23.4** The Association shall deliver annually to the Register (pursuant to Incorporated Societies Act (1908) in such form and at such times as he/she requires a statement containing the following particulars:-

- The income and expenditure of the Association during the Association's last financial year;
- The assets and liabilities of the Association at the close of the said year;
- All mortgages, charges and securities of any description affecting any of the property of the Association at the close of the said year.

**23.5** The said statement shall be accompanied by a certificate signed by the Secretary or in his/her absence some other officer of the Association authorised by the Executive to the effect that the statement has been submitted to and approved by the Members of the Association at a General meeting.

**23.6** Cheques and Online Banking:  
All cheques shall be signed or endorsed in such manner as the Executive shall from time to time direct.

**Online banking services are subject to the same due diligence.**

**The President and Secretary of Executive must have all information needed to access and maintain and conduct Association business, alongside but singularly to the treasurer.**

#### **CLAUSE 24 ALTERATION OF RULES**

- 24.1 Subject to Incorporated Societies Act (1908) these Rules may be altered or added to or rescinded by a resolution of not less than two thirds of Full Members.**
- 24.2 No such addition, alteration or deletion to the Rules may be made which will affect the not-for-profit nature of the Association.**
- 24.3 No such addition, alteration or deletion to the Rules may be made unless tabled for discussion at the Association's AGM or any Special General Meeting.**
- 24.4 Full Members not able to attend such a meeting, or who would prefer, shall be entitled to vote by post, facsimile or email and such votes shall be distributed and received by the Secretary no more than 12 weeks after such a General meeting. Such votes will count towards a two-thirds majority.**

#### **CLAUSE 25 NOTICES**

- 25.1 Every notice given to any Member pursuant to any of these Rules shall be deemed to be sufficiently given to and served on him/her if posted to him/her at his/her address appearing in the Association database of Members. An email when an address is entered in the current database is considered as Post for these purposes.**
- 25.2 The loss, delay or non-delivery of any notice sent or delivered to any Member of the Association or of the Executive whether through the post or email or otherwise shall not invalidate or prejudice any resolution passed or election made or other thing done by the Association or the Executive.**
- 25.3 Any notice if given or served by post, email or otherwise shall be deemed to have been given or served twenty four (24) hours after the letter containing the same is posted, emailed or other and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and sent.**

#### **CLAUSE 26 WINDING UP**

- 26.1 The Association may be wound up voluntarily if the Association at a General Meeting of its Members passes a resolution requiring the Association so to be wound up and the resolution is confirmed at a subsequent General Meeting called together for that purpose and held not earlier than thirty (30) days after the date on which the resolution so to be confirmed was passed.**
- 26.2 If upon the winding up or dissolution of the Association there remains after the satisfaction of all costs and its debts and liabilities any property or assets**

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 Institution or Institutions in New Zealand having objects similar to the objects of the Association and which shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on this Association, such Institution or Institutions to be determined by the Members of the Association at or before the time of dissolution or in default thereof by a Judge of the High Court of New Zealand or in the absence of any Institution then to such public charity or public charities as the said Judge may determine.

## **CLAUSE 27 CODE OF ETHICS**

### **1. INTRODUCTION**

The Code of Ethics of the New Zealand Association of Child and Adolescent Psychotherapists serves a number of purposes. It provides a statement of what clients and the general public may expect from the Association and its Members. It helps define professional autonomy in relation to employing institutions. It indicates the standard on which the commitment to maintain and improve services to children and families is based. It reinforces the cohesion of the Association and offers Members a resource for understanding the nature of responsible practice. It also establishes procedures, which allow complaints to be considered carefully, and which give due protection to the rights and interest of its Members.

The Association affirms that in formulating and accepting this code it is applying the ethics of a wider community to the Child and Adolescent Psychotherapist-client relationship. It acknowledges that it incorporates a social as well as an individual ethic, because of the influence of institutional policies and practices and broader social factors on the welfare of children and their families or caretakers.

The Association is committed to high professional standards. It expects its Members to act responsibly and with integrity and to develop and maintain appropriate levels of competence, primarily in a skilful capacity to assess and treat children with emotional and behavioural disturbances.

The ethics of Child and Adolescent Psychotherapy are rooted in the principles of respect for children and adolescents, and for social justice. The first implies the provision of a service determined by the needs of the child within the context of a professional relationship. Priority is given to the interest and well-being of the child in therapeutic relationship. The second recognises that the Association and its Members have an obligation to advocate for adequate social provision and social equity for children and adolescents in the community at large. Such advocacy springs from the Child and Adolescent Psychotherapist's recognition that the mental health of the children and adolescent is intimately related to the social context in which he/she exists.

The Code of Ethics defines the nature of the Child and Adolescent Psychotherapist's responsibilities in a number of different relationships. In

addition it points to an order of priority in the general exercise of those responsible.

For the first responsibility of the Child and Adolescent Psychotherapist is to their child and adolescent clients, in the context of this client's family and culture. It is with the child that the Child and Adolescent Psychotherapist is to develop a therapeutic relationship that allows for the expression of needs and feelings, transference, counter-transference and interpretation. Next comes responsibility to the wider community, the profession, to colleagues and the Child and Adolescent Psychotherapist's responsibility to his or her employing institution. The Child and Adolescent Psychotherapist shall respect and be responsive to the values and beliefs of the Tangata Whenua. Child and Adolescent Psychotherapists shall seek to understand how the principles of the Treaty influence and guide the practice of their work. Child and Adolescent Psychotherapists shall take account of their own identity, affiliations and biases and seek to limit any harmful impact of these on their work.

The Association considers this ordering of the responsibilities important for determining professional priorities and for according preference in the setting of disputes involving conflicting interest.

## **2. RESPONSIBILITIES TO CLIENTS**

- (i) Child and Adolescent Psychotherapists should recognise the dignity of the child or adolescent; and his/her best interests, rights and well-being should be protected by Child and Adolescent Psychotherapists in the course of their work at all times.
- (ii) Child and Adolescent Psychotherapists are to avoid discrimination against children, adolescents and families on the basis of their age, ethnicity, sex, sexual orientation, social class, religion or political beliefs.
- (iii) Child and Adolescent Psychotherapists should respect the client's right to privacy and reserve the confidentiality of information obtained in the course of professional service. The keeping of confidences is a primary obligation in therapy, research, and teaching. Confidential information should be shared with others only with the informed consent of the client, unless there is a clear danger to his or her life, to others, or to the public at large. Child and Adolescent Psychotherapists should inform clients of the limits of confidentiality.
- (iv) Child and Adolescent Psychotherapists should deal truthfully with their clients, and provide appropriate information about the nature of the therapeutic relationship and their ways of working.
- (v) Child and Adolescent Psychotherapists should uphold the principle of free and informed consent for clients and families in therapy and in therapeutic and non-therapeutic research.



- (vi) Child and Adolescent Psychotherapists should accord priority to the therapeutic aspects of their relationship with clients, and should participate in roles emphasising social control, only where there is clear professional justification for doing so.
- (vii) Child and Adolescent Psychotherapists should not abuse their position by taking advantage of clients for purposes of personal, institutional, political, financial or sexual gain.
- (viii) During and following the course of the therapeutic relationship, the client is to be free from the possibility of any sexual exploitation or sexual harassment by the Child and Adolescent Psychotherapist.
- (ix) Child and Adolescent Psychotherapists should acknowledge the limits of their competence and refer clients to others when this proves necessary or desirable.
- (x) Child and Adolescent Psychotherapists should terminate their service to clients in a suitable professional manner when their service is no longer required, or in the client's best interest.
- (xi) When setting fees the Child Psychotherapist should ensure that they are fair, reasonable and commensurate with the service provided.

### **3. RESPONSIBILITIES TO THE WIDER COMMUNITY**

- (i) Child and Adolescent Psychotherapists should encourage public participation in the shaping of social policies and institutions, especially as they refer and draw attention to the needs of children and their position in society.
- (ii) Child and Adolescent Psychotherapists should advocate policies and legislation that promote social justice, improved social conditions and a fair share of the community's resources.
- (iii) Child and Adolescent Psychotherapists should seek to increase the range of choices and opportunities that meet the needs of children, adolescents and families.
- (iv) Child and Adolescent Psychotherapists should act to change unjust laws that do not meet the needs of children, adolescents and families.

### **4. RESPONSIBILITIES TO THE PROFESSION AND COLLEAGUES**

- (i) Child and Adolescent Psychotherapists should uphold and foster the values, integrity, knowledge and ethics of the profession.

- (ii) Child and Adolescent Psychotherapists should take action through appropriate channels against unethical conduct by other Members of the profession, especially where it is harmful to clients.
- (iii) Child and Adolescent Psychotherapists should treat colleagues with respect, courtesy, fairness and good faith.
- (iv) Child and Adolescent Psychotherapists should promote cooperation with colleagues to further professional interests and concerns.
- (v) Child and Adolescent Psychotherapists should respect professional confidences about clients of colleagues.
- (vi) Child and Adolescent Psychotherapists should not solicit the clients of other colleagues and should avoid assuming professional responsibility for them without appropriate communication with the Child and Adolescent Psychotherapists or agency concerned.
- (vii) Child and Adolescent Psychotherapists should seek mediation or arbitration when important conflicts with colleagues require to be resolved in the interest of clients or their professional integrity.
- (viii) Child and Adolescent Psychotherapists should adhere to professional standards in making known the availability of their services.

## **5. RESPONSIBILITY TO EMPLOYING INSTITUTIONS**

- (i) Child and Adolescent Psychotherapists should seek to maintain and improve the policies and the quality of service in the organisations or agencies in which they work.
- (ii) Child and Adolescent Psychotherapists should shape the expectations of their employers to the roles of the child psychotherapist in fulfilling the ethics of the Association.
- (iii) Child and Adolescent Psychotherapists should adhere to and uphold high professional standards at all times and should avoid compromising them for reasons of institutional expedience.

## **6. RESPONSIBILITIES OF CHILD & ADOLESCENT PSYCHOTHERAPISTS INVOLVED IN RESEARCH**

- (i) The researcher should report honestly, avoid actions that will violate or diminish the rights of research participants or clients and avoid raising false hopes.
- (ii) Researchers should protect the welfare and privacy of the people or organisations participating in the research.
- (iii) The researcher's responsibilities and obligations to colleagues, and hence to the discipline, are based on the vital benefits of peer review of research

and scholarship and on the desirability of maintaining accessibility to research.

- (iv) Wherever appropriate, informed consent should be sought from those individual directly involved in the research to be undertaken, this to include issues of rights to research, responsibility and liability of the researcher.
- (v) Where the researcher is a student, the student retains ethical responsibility for their own actions. Students should take account of advice on ethics, which must be provided by their teachers and supervisors.

## **7. AUTHORSHIP**

Child and Adolescent Psychotherapists must acknowledge all persons who contribute significantly to the research and publication process.

*Note: NZACAP Inc. acknowledges NZAP and the Sociological Association of Aotearoa as major contributors to this Code of Ethics.*