



RULES OF THE NEW ZEALAND MILKING & PUMPING TRADE ASSOCIATION (INC)

NZMPTA

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RULES OF THE NEW ZEALAND MILKING AND PUMPING TRADE ASSOCIATION (INC)

1. The Association shall be known as "**New Zealand Milking & Pumping Trade Association (Inc)**" (hereinafter referred to as "the Association").
2. The registered office of the Association shall be at such place as shall be fixed from time to time by the Council.

Definitions:

3. a) Milk Harvesting is defined as "the provision of facilities, equipment and service for efficient and effective animal handling, milk extraction and milk storage on farm"
- b) Water Application is defined as "the provision of facilities, equipment and service for the efficient and effective delivery of liquids at a quality appropriate to their intended use and includes both water and effluent systems".

Purposes of the Association:

4. a) The advancement and application of fundamental and practical knowledge in the milk harvesting and water application industries.
- b) To be a central medium of information for all Members of the Association and to promote their interests and involvement in the development of the milk harvesting and water application industries in ~~the~~ New Zealand or internationally.
- c) To actively identify and, where practical, to act on issues which have the potential to impact on our industry.
- d) To support the legitimate interests of Members and mediate when appropriate, in matters of intellectual property, Patents, Trade Marks and Designs, conflict, legislation or other matters which may affect their businesses.
- e) To support and encourage the development of business and technical skills in its Members.
- f) To actively encourage the development and participation of common interest Industry sub-groups within the Association.
- g) To maintain regular contact with, and establish an interchange of information with other industry groups, regulatory and advisory organisations.
- h) To encourage ethical and professional trading practices amongst its Members.
- i) To identify and facilitate courses that benefit its Members and to issue recognised Certificates of Proficiency and Achievement recording the successful completion of such courses.
- j) To pursue activities for development, growth and / or financial benefit to the Association and its Members.

Membership Categories:

5. a) Full Members: Entitled to voting rights, eligible to hold office, to attend all meetings and to attend all courses held by the Association. There are two categories of Full Member:
 - i) OEM (Original Equipment Manufacturer) Members: Companies actively engaged in the manufacture, assembly and / or distribution of equipment for milk harvesting or water application and meeting requirements of Membership.
 - ii) Dealer Members: Companies or legally recognised trading entities engaged in the sales, installation and servicing of equipment for milk harvesting or water application and meeting requirements of Membership.
- b) Associate Members: Companies, legally recognised trading entities or individuals who do not qualify for Full Membership under Rules 5a(i) and 5a(ii). Associate Membership is open to trades, services, advisors, design consultants and others actively engaged in activities or facilities required for milk harvesting or water application. Associate Members do not have voting rights, nor may they hold office.
- c) Members of the Register: Individuals who have attended an Association run or approved Course and have obtained a Practising Certificate. Members of the Register are entitled to voting rights, eligible to hold office, to attend all meetings and to attend all courses held by the Association.

Conditions of Membership:

6. Applications for Membership must be submitted in writing to the Executive Officer of the Association. Membership is subject to the following conditions:
 - a) Any Company or legally recognised trading entity which meets the Membership criteria shall provide with its application the names and addresses of its principals and nominate the person to receive all notices on behalf of, and to represent, the Member.
 - b) Notices on behalf of the Association will be deemed to have been served on the Member if they have been served on the nominated representative of the Member.
 - c) Members who own more than one qualifying company or legally recognised trading entity may have up to five multiple Memberships for their entities providing that:
 - i) a parent company is nominated which shall be the receiving point for official Association communications; and
 - ii) each additional qualifying company or legally recognised trading entity is owned, in its entirety, by the same owner/s or director/s of the parent company.

In addition:

 - iii) the parent company shall hold the voting rights, if any, for the group. Other entities in the group shall not hold voting rights
 - iv) the parent company, if it meets the criteria stipulated in Clause 5) of these Rules, may appoint any person from any of its grouped entities to stand as the Member's nominated representative on the Association Council or on Association matters, so long as only one such representative is appointed for the company group
 - v) the parent company shall pay the full annual subscription fee and each of its grouped entities shall pay a nominal annual subscription fee affording it the full range of Association services. Such fees will be set at each Annual General Meeting
 - vi) if the parent company ceases to be a Member of the Association then the subsidiary entities may either, appoint another parent company under these same conditions, or apply to become Members of the Association in their own right.
 - d) A notice may be served by the Association on any Member, either personally or by sending it by facsimile, electronic media, or through the post in a prepaid envelope or wrapper addressed to such Member at his/her/its registered address. Any notice sent by post, electronic mail or facsimile shall be deemed to have been served three days after the date of dispatch. The signature to any notice to be given by the Association may be written, typewritten, printed scanned or electronic.
 - e) Members must agree in writing to comply with the Rules of the Association and to accept such penalties as the Council may impose for any breach of the Rules. Until this agreement is received by the Association and the subscription paid in full, Members are not entitled to the privileges of Membership.
 - f) Each Member shall pay an annual subscription which will be set at each Annual General Meeting. No Member shall be entitled to privileges of the Association or to exercise any rights of Membership if their annual subscription is in arrears and unpaid for the space of three calendar months after becoming due,

or if any penalty or fine imposed on them by the Council in accordance with these rules is not complied with or satisfied, or paid within three calendar months from the date of imposition of a penalty or fine.

- g) Members agree to abide by any Code of Practice issued by the Association.
- h) A Member shall not divulge any confidential information obtained from an officer, letter, electronic communication, list or circular of the Association except to his / her / its own confidential servants.
- i) The final decision regarding any Membership application shall rest with Council, who will not be obliged or compelled to explain or justify the reasons for rejection of any application.
- j) International Members and Members of the Register operating overseas may be approved for Membership provided they meet the Membership criteria. However, the MPTA will act under New Zealand applicable legislation in regards to investigating or commenting on a complaint, workmanship or liability challenge against an off-shore Member.

Representation of Membership:

- 7. a) The Members nominated representative shall be entitled to attend the meetings of the Association, to exercise the full rights of Membership and be eligible for election to the Council as if he/she were the Member. No Member shall be represented by more than one person at any time nor have more than one vote.
- b) Where, due to the unavailability for any reason of a Members nominated representative, a delegated representative may attend any meeting of the Association and assume the full rights of the Member but may not assume any elected or appointed position held by the nominated representative.
- c) A nominated or delegated representative may only retain a position on the Council whilst they remain in the employment of the Member they represent.
- d) Any Member may revoke the nomination of their representative at any time and appoint a replacement, but the replacement representative is not entitled by right to take up any elected or appointed position held by the former representative.

Termination of Membership

- 8. a) Any Member may withdraw from the Association provided that the resigning Member shall give three months' Notice in writing of that intention, and the Resignation shall take effect on the expiry of that Notice. If the Resignation takes effect before the first day of September, the resigning Member shall be liable to half the annual Subscription for that year. If the Resignation takes effect after the first day of September, the resigning Member shall be liable to the full amount of the annual Subscription for that year.
- b) Any Member adjudged Bankrupt, or in Liquidation (except for the purpose of a Reconstruction), shall cease to be a Member, and shall forfeit all rights in, and claim upon, the Association or its property.
- c) Any Member who fails to pay any levy or Subscription of the Association shall cease to be a Member.
- d) The Council, or its Disciplinary Committee, may, at its absolute discretion, revoke the Membership of any Member who, in the opinion of the Council:
 - i) wilfully disobeys any Rule of the Association; or
 - ii) engages in conduct that renders the Member unfit to be a Member of the Association, including, but not limited to, making any statement containing any reference to the Association that in the opinion of the Council is untrue or unfounded or that misrepresents the relationship between the Association and the Member, or that tends to bring the Association into disrepute; or
 - iii) fails to meet any relevant Industry recognised Code of Practice or Standard, such as the NZCP1 or its successor, for the installation of equipment, or for the testing to the Industry Standard of installed equipment; or
 - iv) makes statements with any reference to the Association that are untrue or unfounded, or brings the Association into disrepute; or
 - v) The Council receives continual and ongoing complaints regarding installations by that Member that do not meet relevant Codes of Practices; or
 - vi) The Council receives continual and ongoing complaints regarding general workmanship procedures, quality and accuracy by the Member that do not comply with relevant Codes of Practices, Standards or Best Practices

provided that the Council, or the Disciplinary Committee, shall, before making any determination of the issue, and before making a decision on the penalty, if any, to be taken against the Member, follow the Procedures set out in these Rules for the receiving of a Complaint against a Member, and for the Discipline of a Member.

Complaint against a Member

9. a) A Complaint may include any allegation of a breach of these Rules, or any alleged failure to adhere to any Code of Practice, or any alleged allegation of improper installation or testing of equipment, or any default by a Member to honour any undertaking, or any alleged misrepresentation by a Member.
- b) If a Complaint is received against a Member, the Complaint shall first be referred to the Executive Officer, who shall:
- i) establish if any party has accepted liability; and
 - ii) appoint a suitable mediator/s to act on behalf of MPTA who shall:
 - iii) reduce the Complaint to writing; and
 - iv) refer the Complaint to the Member, seek any comment or explanation that the Member may wish to tender in response to the Complaint, and state a suitable period of not less than 21 days for the receipt of any such comment or explanation by the Member; and
 - v) may then dismiss the Complaint; or shall
 - vi) allow a further suitable period, not exceeding one month, for the Member to correct the default or cause of the Complaint, and shall endeavour, by discussion with the Parties, to resolve the Complaint; and shall
 - vii) refer the Complaint to the Council, or its Disciplinary Committee with the mediator's findings and recommendations
- c) All travel and associated costs to be incurred by any appointed representative/s of MPTA in regards to addressing a complaint shall be approved by the Executive Officer prior to occurrence.

Discipline of a Member

10. a) The Council may delegate its Authority to Discipline a Member to a Disciplinary Committee, and that Committee shall have the Power of the Council.
- b) The Disciplinary Committee of the Council shall be comprised of:
- i) the President or the Vice-President of the Association, or his or her delegate; and
 - ii) two Members of the Council, as determined by the Council, provided that any Member of the Council who is the Original Equipment Manufacturer Member of, or the Dealer Member in, the equipment installed or serviced or tested by the Member who is the Subject of the Complaint, shall not be a Member of the Disciplinary Committee; and
 - iii) two Members of the same Category as the Member subject to the Complaint; one nominated by the Council, and one nominated by the Member against whom the Complaint has been made.
- c) The Disciplinary Committee shall appoint its own Chairperson.
- d) The Disciplinary Committee shall, before considering a Complaint referred to it, first ensure that the Member against whom the Complaint has been made:
- i) has received a copy of the Complaint, and has had an opportunity of not less than 21 days to respond to the Complaint; and
 - ii) has been given Notice of at least 30 days of an opportunity to attend, at the Member's expense and with a Solicitor or a Support Person if the Member desires, any meeting of the Disciplinary Committee at which the Complaint is to be considered, and to address the Committee, either in person or by Representative
- e) The Disciplinary Committee may consider any Complaint against a Member referred to it by the Executive Officer, and, subject to the Member's right to be offered an opportunity to be heard by the Committee, shall gather any evidence it considers appropriate, whether the same would be properly admissible in a Court of Law or not, and accept any statement, explanation, or comment tendered by or on behalf of the Member subject to the Complaint, either by letter, electronic media, facsimile telephone or video conference or in person at a meeting convened for the purpose, and, only after having provided the Member with an opportunity to be heard, shall consider the evidence, and any comments presented, and may then, in its absolute discretion, determine:
- i) to postpone, for up to three months, the making of any decision on the Complaint, to enable the Member to rectify the situation, or to allow for the collection of more evidence; and then / or
 - ii) to dismiss the Complaint; or
 - iii) to reprimand the Member formally; and / or
 - iv) to impose a monetary penalty not exceeding \$2,000.00; and/or

- v) to serve a Notice upon the Member informing the Member of the Member's failure or default in respect of the Complaint, and warning the Member that a future Complaint within a stated period, similar, in the unfettered opinion of the Committee, to the previous Complaint, may result in more severe Disciplinary Action being taken; and / or
 - vi) to suspend the Member from the Association for any period; or
 - vii) to expel the Member from the Association.
- f) Any Decision made by the Disciplinary Committee may be appealed by the affected Member to the Council within 30 days of Notice of the Decision being posted to the last known address of the Member. The Council may re-hear the Complaint 'on the papers', re-consider the evidence, and take into account any written submissions made by any party, and re-determine the decision. The decision of the Council shall be final.
- g) In any hearing of a Complaint against a Member by the Council, either by referral from the Executive Officer of the Association, or by appeal by the Member from a decision of the Disciplinary Committee, any Original Equipment Manufacturer Member of, or Dealer Member in, the equipment of the Member against whom the Complaint has been made, or any Council Members of the Disciplinary Committee, shall not have a vote in any decision of the Council, and may apply to the Chairperson of the meeting to be exempt from any discussion of the Complaint by the Council.
- h) The costs of any hearing shall lie where they fall: regardless of the outcome of the hearing, each party shall bear its own costs.

Management:

11. The affairs of the Association shall be managed by a structure comprising:-

- a) A Management Council represented by:
 - i) a ten Member Association Council comprising of at least four OEM (Original Equipment Manufacturer) Members representing companies engaged in design, manufacture and / or wholesale distribution of equipment, and at least four Dealer Members engaged in installing, reselling and / or servicing of equipment.. Of the four OEM Members at least one should represent water applications and one should represent milk harvesting. Of the four Dealer Council Members at least one should represent water applications and one should represent milk harvesting. The remaining two Council Members can be from any of the four identified categories.
 - ii) In addition to the 10 elected Members as detailed in 11. a) i) above, two non-Member representatives may be appointed to Council from sectors that support the industry of the Association and it's Members. The non-Member representatives shall be appointed on the consensus that they would bring a broader spectrum of experience and knowledge to the Management of Council and the activities of the Association and may be from, but not limited to, entities such as Federated Farmers, DairyNZ, Local Government etc. The said non-Member representatives shall be appointed by the elected Council Members detailed in 11. a) i) above and shall not hold voting rights, nor may they hold a position of office such as President or Vice-President on the Association Management Council.
- b) A Member of the Association Council shall be appointed by a vote of the Council Members to the posts of Association President and Association Vice-President. The Association President and Association Vice-President cannot be re-elected to the same position for more than three consecutive years.
- c) A paid Executive Officer shall assist and report to the Council and carry out delegated duties for the Council. These duties shall include the function of Secretary to the Council and the processing and distribution of Council Meeting minutes.
- d) The Council shall have the power to:
 - i) Rent or lease offices for the use of the Association
 - ii) Apply, invest and dispose of Association funds
 - iii) Purchase property on behalf of the Association for the purpose of carrying out the duties of the Association as set out in these Rules
 - iv) Acquire, enter into joint venture with, or merge with associated business entities which would bring perceived benefit to the Association and / or it's Members
 - v) Appoint and discharge salaried officers, servants and agents
 - vi) Generally execute all powers and functions of the Association not hereby exclusively conferred upon General Meetings of the Association
- e) The bankers of the Association shall be the Bank of New Zealand at Hamilton North or such other

Bank Branch or Bank as the Council may from time to time decide. All cheques or payments shall be signed or authorised jointly by two nominated Members of the Association Council or by one nominated Member of the Association Council and the Executive Officer

f) The Common Seal of the Association shall be kept in the custody of the Executive Officer and shall be used by authority of a resolution passed by the Council. Every instrument to which the Common Seal of Association shall be affixed shall be signed by the Association President and the Association Vice-President.

g) If any prosecution action or suit in law be commenced against any MPTA Councillor, or the Executive Officer, or any other servant or agent of the Association for anything done by them in the proper or reasonable discharge of their duties, such person may defend and be indemnified (by and at the cost of the Association) from all damages, costs and expenses which may be incidental to or result from such prosecution, action or suit in law and the Council is hereby empowered to apply the property and funds of the Association for such purpose.

Election of Officers:

12. a) Nominations for positions on the Council are to be submitted on a Nomination form which will be distributed by the Executive Officer to all eligible voting Members of the Association not less than 14 days before the closing date for nominations.

b) Council Members shall be elected by a ballot conducted within 21 days prior to the Annual General Meeting. An Official Ballot form listing the names of candidates by Industry group and Member category will be distributed by the Executive Officer to all eligible voting Members of the Association not less than 14 days before the closing date of the ballot. Such ballots may be distributed and / or collected by hand, post, facsimile or electronic media.

c) Correctly identified Ballot papers will be checked and votes counted prior to the AGM and the results, including the number of votes cast for each candidate, announced at the Annual General Meeting. Evidence of votes shall be made available at the Annual General Meeting for scrutiny if requested.

d) The election results and numbers of votes cast for each candidate will be communicated in either the first issue of the Association newsletter following the AGM or by electronic media to all Members. The voting papers will be retained by the Executive Officer for 90 days to allow time for any challenge or request for recount.

e) The Council Members shall hold office only until the expiration or adjournment of the next Annual General Meeting unless re-elected.

f) In the event of a vacancy occurring in the Council through deficiency of nominations, death, resignation or other cause, the Council may appoint any consenting financial Member, such that the make of the Council is in conformity with Rule 11.a).

Council Meetings:

13. a) Seven days notice specifying the place, day and hours of any meeting of the Association Council shall be sent by post, fax, electronic media or delivered in person to all Members of the Council. Accidental omission to give notice, or the non-receipt of such notice by any Council Member(s) shall not invalidate any business done at that meeting.

b) The Executive Officer will attach to the notice of each meeting an agenda, prepared in consultation with the Association President, detailing the business to be transacted at that meeting.

c) Six persons shall form a quorum for an Association Council Meeting.

d) All motions submitted at Council Meetings shall be determined by a show of hands, unless a poll is demanded by any Council Member. The poll shall be undertaken in such manner as the Chairman shall direct. On a show of hands, every Member present or represented in person or by proxy shall have one vote.

e) A resolution signed by all Members of the Council shall be valid and effective as if it had been passed at a meeting of the Council duly called and constituted. Signatures may be accepted in writing, by facsimile or by electronic signature via electronic media.

f) Questions arising at any meeting of the Council shall be determined by the majority of votes and in the case of equality of votes the Chairman of that meeting shall have a second or casting vote.

g) Minutes of all Council Meetings shall be kept by the Executive Officer and entered in the proper minute book of the Association and signed by the Chairman of that meeting or of the meeting at which the same are confirmed. Such minutes when purporting to be so signed shall in all cases and for all purposes and

without proof of signature be binding upon the Association and upon every Member and officer thereof.

h) A regular Council Meeting shall be held with the interval between Council Meetings not exceeding eight weeks.

i) The Executive Officer shall upon the request of the Association President or any six Council Members summon a Special Meeting to address matters of extraordinary concern to the affairs of the Association.

j) A Council Member who fails to attend three consecutive Council Meetings without good cause shall be determined to have resigned from the Council. Good cause will be determined by a majority of the Council. In event of this clause being invoked the Council may appoint another Council Member under Rule 12.f).

Committees and Delegation of Authority:

14. The Association Council shall have the authority to appoint for specific tasks, and may delegate any of their powers to, committees, which may include Members of the Council, non-Council Members and / or independent advisors. Any committee so formed shall comply with any restrictions that may be imposed upon it by the Association Council.

Annual General Meetings:

15. a) An Annual General Meeting of the Association shall be held not later than three months from the end of the financial year for the purpose of transacting business as may be properly brought before it.

b) Not less than 14 days written notice of an Annual General Meeting shall be communicated to all Members of the Association. Non-receipt of such notice by any Member or Members shall not invalidate the proceedings of the meeting.

c) Ten Members shall constitute a quorum for an Annual General Meeting or a Special General Meeting. If within half an hour of the time appointed for the meeting a quorum is not present the meeting shall stand adjourned until the following day at the same time and place and if at such adjourned meeting a quorum not be present the meeting shall be dissolved.

d) The Association President shall preside at the Annual General Meeting or in his absence the Association Vice-President, or a Chairman appointed by the meeting for that purpose.

e) Minutes of the Annual General Meeting shall be kept by the Executive Officer and entered in the proper minute book of the Association and signed by the Chairman of that meeting or of the meeting at which the same are confirmed. Such minutes when purporting to be so signed shall in all cases and for all purposes and without proof of signature be binding upon the Association and upon every Member and officer thereof.

f) The Association President shall submit to the Annual General Meeting a report of its proceedings during the twelve months ending December 31st in each year. A financial statement of the affairs of the Association shall be submitted by the Council with the correctness thereof having been certified by an independent review or an audit by a suitably qualified person or persons who shall be paid such remuneration (if any) as the Council shall determine.

Special General Meetings:

16. a) The Executive Officer shall, at the request of the Association President or a majority of the Council or upon receipt of a written request signed by ten Members of the Association, convene a Special General Meeting of the Association. If the Executive Officer does not convene such meeting 21 days those Members making the request may themselves convene such a meeting.

b) The rules otherwise for such a Special General Meeting shall be as for an Annual General Meeting except rule 15.f).

Proxies:

17.a) Where a Member wishes to appoint a proxy for an Annual or Special General Meeting, the appointment shall be given in writing by the principal(s) of the Member or by their attorney. Such notification may be received in paper format, by post, facsimile or by electronic media.

b) No person shall be appointed a proxy who is not the principal or employee of a Member of the Association, or a partner of the principal.

c) The document appointing a proxy shall be handed to the chairperson of the meeting at the commencement of the meeting at which the person named in the document proposes to vote.

Rules and Rule Changes:

18. a) The Rules of the Association shall be open to inspection at the office of the Association at all reasonable times and a copy thereof shall be supplied to any financial Member on such terms and conditions as the Council may from time to time direct.
- b) In the case of any doubts arising as to the interpretation of these Rules, the same shall be determined by the Council whose decision shall be final.
- c) No rule shall be repealed or altered or any new rules made without the sanction of a majority of at least two thirds of the respondents to a ballot provided that the total votes cast represents not less than 25% of the Membership at the time of vote, and in accordance with the following provisions:
- i) Any Member wishing to propose any change to the Rules of the Association shall give to the Executive Officer notice in writing to that effect, signed by no less than three Members of the Association and such notice shall contain details of the proposed changes to the Rules.
 - ii) Such notice shall be submitted by the Executive Officer to the Council at its next meeting after the delivery of such notice and the Council shall within 7 days circulate a copy of the proposed rule changes to all Members.
 - iii) Any Member wishing to object to, comment on, or propose an amendment to, the original proposal must lodge their submission with the Executive Officer not more than 21 days after the date of circulation of the proposed rule change.
 - iv) The Council has the right to lodge a duly minuted submission on the proposed change with the Executive Officer not more than 21 days after the date of circulation of the proposed rule change.
 - v) Within 7 days of the final date for submissions, the Executive Officer shall forward to the original proposer copies of all submissions. The original proposer must within a further 14 days lodge with the Administration Manager notice of intention to withdraw, proceed with the original proposal or submit an amended proposal for vote.
 - vi) Within 7 days of receipt of final notice from the proposer, the Executive Officer will forward to each Member of the Association a ballot paper detailing the final rule change proposal and copies of all submissions and confirming a final date for receipt of valid ballot papers not less than 14 days and not more than 30 days from the date the ballot papers were circulated. Such ballot papers may be distributed and / or received by either, hand, post, facsimile or electronic media.
 - vii) Where deemed appropriate, the Council may at its discretion extend the time period allowed for lodgment under paragraphs iii) and iv) above.
- d) Upon the passing of a resolution by ballot, the new resolution be deemed to be incorporated in and form part of the Rules of the Association and the change shall be notified to the Registrar of Incorporated Societies.
- e) The Rules of the Association shall be reviewed at intervals not greater than five years.

Annual Returns:

19. a) The Executive Officer shall deliver annually to the Registrar of Incorporated Societies in such form and at such time as is required, a statement containing the following particulars:
- i) The income and expenditure of the Association during the last financial year;
 - ii) The assets and liabilities of the Association at the close of the financial year;
 - iii) All mortgages, charges and securities of any description affecting the Association at the close of the financial year.
- b) Such statement shall be authenticated as required by The Incorporated Societies Act 1908 and its amendments.

Winding Up:

20. a) The Association may at any time be wound up if, at a General or Special Meeting, a resolution requiring the Association to be wound up is carried by the majority of financial Members present at the meeting, AND the resolution is confirmed by a majority at a Special General Meeting convened for the purpose not less than thirty days after the original resolution was passed.

Courses:

21. a) Full Members of the Association and their employees have the right to attend all courses run or approved by the Association, subject to vacancies being available.

- b) Associate Members and Non-Members may apply to Council to attend courses.
- c) All course participants who complete a course and meet the standard set by the examiners will receive a Certificate of Achievement.

Practising Certificates:

- 22. a) Where a course, or series of courses, run or approved by the Association, qualifies the participant to provide highly specialised services or test procedures for the Milk Harvesting or Water Application industries, the Association may elect to endorse the qualification with a "Practising Certificate".
- b) A "Practising Certificate" is defined as a card containing:
 - i) The name and photograph of the holder
 - ii) The name of the Member employing the "Practising Certificate" holder (where applicable).
 - iii) Confirmation that the holder has achieved a "Certificate of Achievement in the relevant subject and has further carried out practical tests to satisfy the Association that he/she has attained the right to advertise and practice these skills.
 - iv) The expiry date of the "Practising Certificate".
- c) To obtain a "Practising Certificate", holders of a Certificate of Achievement must successfully complete a further series of practical tests to satisfy the Association that he / she has attained the required skills to hold a Practising Certificate.
- d) Employees of Association Members who have completed the relevant course and obtained a Certificate of Achievement have automatic entitlement to a "Practising Certificate" on satisfactory completion of the relevant practical tests, and will become a Member of the Register.
- e) Where the course fees of a Member of the Register have been met by the employing Member, the Practising Certificate shall be endorsed with the name of the employing Member and is valid only whilst the Member of the Register remains employed by that employer and the employer remains a financial Member of the Association. The separate annual subscription for a Member of the Register so employed will be waived.
- f) Where the employee of an Association Member meets his / her own course costs, they may apply to the Association to become a Member of the Register in their own right, pay the annual subscription of a Member of the Register and agree to be bound by the Rules of the Association. The Council may then issue a Practising Certificate in the name of the Member of the Register.
- g) If a Member of the Register leaves the employment of the Association Member endorsed on his / her Practising Certificate, they may apply to the Association to become a Member of the Register in their own right, pay the annual subscription of a Member of the Register and agree to be bound by the Rules of the Association. The Council may then issue a Practising Certificate solely in the name of that Member of the Register.
- h) If a Member of the Register leaves the employment of the Association Member endorsed on his / her Practising Certificate and is employed by another Association Member, the new employer may apply to the Association to have a new Practising Certificate issued, endorsed with the name of the new employer.
- i) Non Members of the Association who have completed the relevant course and obtained a Certificate of Achievement may apply to the Association Council for permission to complete the relevant practical tests and obtain a Practising Certificate on satisfactory completion of those tests. Where Council permission is granted, the applicant must apply to become a Member of the Register, pay the annual subscription of a Member of The Register and agree to be bound by the Rules of the Association before a Practising Certificate is issued.
- j) Practising Certificates can be terminated or suspended as prescribed in the Milking Machine Testing Manual or other pertinent Association publication.

NZ MILKING & PUMPING TRADE ASSOCIATION (INC)

The NZ Milking and Pumping Trade Association is an organisation formed to bring higher standards of equipment and workmanship to clients in the field of milk harvesting and / or water application.

All Members must comply with the Code of Practice to achieve these higher standards.



NZMPTA Code of Practice

1. To supply milk harvesting and / or water application equipment which meets recognised industry standards.
2. MPTA Members give an assurance of a high standard of fitting and service aimed at meeting recognised industry standards.
3. MPTA Members undertake to offer the highest level of service to their clients including an effective after sales service programme.