



---

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

---

**2018**

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

## RULES OF THE ASSOCIATION

### INDEX

Clause 1	Name ... ..	Page 4
Clause 2	Objects ... ..	Page 4 - 5
Clause 3	Interpretation ... ..	Page 5
Clause 4	Recognition of founding Members ... ..	Page 6
Clause 5	Membership ... ..	Page 6 - 8
	5.5 Full Members ... ..	Page 6
	Life Member ... ..	Page 6 -7
	Leave of Absence ... ..	Page 7
	5.6 Provisional Members ... ..	Page 7 - 8
	5.7 Student Members ... ..	Page 8
Clause 6	Affiliation to the Association ... ..	Page 8
Clause 7	Application for Membership ... ..	Page 9 - 11
	7.1 All Categories ... ..	Page 9
	7.2 Application for Full Membership ... ..	Page 9
	7.3 Application for Provisional Membership ... ..	Page 9 -10
	7.4 Application for Student Membership ... ..	Page 10
Clause 8	Annual Certificate of Membership ... ..	Page 10
Clause 9	The Officers of the Executive ... ..	Page 10
Clause 10	Powers of Executive ... ..	Page 11
Clause 11	The President ... ..	Page 11 - 12
Clause 12	The Secretary ... ..	Page 12
Clause 13	The Treasurer ... ..	Page 13
Clause 14	The Convenor ... ..	Page 13
Clause 15	Meetings of Executive and Committees ... ..	Page 14
Clause 16	Criminal History ... ..	Page 15
Clause 17	Social Media and Correspondence ... ..	Page 15
Clause 18	Indemnity Insurance Schemes ... ..	Page 15

Clause 19	Termination/Reinstatement of Membership	...	..	..	..	..	Page 15 -16
19.1	Termination of Membership	...	..	..	..	..	Page 15 - 16
19.2	Reinstatement of Membership	...	..	..	..	..	Page 16
Clause 20	Complaints Procedure	...	..	..	..	..	Page 17
20.1	Overview	...	..	..	..	..	Page 17
20.2	Receiving a Complaint	...	..	..	..	..	Page 17
20.3	Complaints Review and Protocol	...	..	..	..	..	Page 17 – 19
20.4	Outcomes of Complaint Procedure	...	..	..	..	..	Page 19
20.5	Competency Findings under the HPCAA	...	..	..	..	..	Page 20
Clause 21	Annual and Special General Meetings	...	..	..	..	..	Page 20 - 21
Clause 22	Common Seal	...	..	..	..	..	Page 21
Clause 23	Financial	...	..	..	..	..	Page 21 - 22
Clause 24	Alteration of Rules	...	..	..	..	..	Page 22
Clause 25	Notices	...	..	..	..	..	Page 22 - 23
Clause 26	Winding Up	...	..	..	..	..	Page 23
Clause 27	Code of Ethics	...	..	..	..	..	Page 23 - 27
	1. Introduction	...	..	..	..	..	Page 23 - 24
	2. Responsibilities to Clients	...	..	..	..	..	Page 24 - 25
	3. Responsibilities to Wider Community	...	..	..	..	..	Page 25
	4. Responsibilities to the Profession and Colleagues	...	..	..	..	..	Page 25 - 26
	5. Responsibilities to Employing Institutions	...	..	..	..	..	Page 26
	6. Responsibilities of Child & Adolescent Psychotherapists involved in research	...	..	..	..	..	Page 26 - 27
	7. Authorship	...	..	..	..	..	Page 27
Appendix:	Complaints Procedure Flowchart	...	..	..	..	..	Page 28

**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 Membership Convenor
“NZACAP”	means the New Zealand Association of Child and Adolescent Psychotherapists Inc.

### **CLAUSE 4 RECOGNITION OF FOUNDING MEMBERS**

- 4.1 *The Association recognises the founding members of the Association being those people who attended the 1975 Annual General Meeting and those for whom this category of membership was ratified at the 1976 Annual General Meeting being the following:*

*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.*

- 4.2 *To be listed as a Founding Member in the Rules of the Association is a reflection of the esteem and respect in which those pioneers are held, whether they remain active in the Association or not.*
- 4.3 *Having the title of Founding Member is an honorary title and those Founding Members wishing to be current members of the Association must comply with the Membership requirements set out in these Rules.*

## **CLAUSE 5 MEMBERSHIP**

- 5.1 Membership of the Association shall consist of Full, Provisional and Student Members.
- 5.2 All Full, Provisional and Student Members are professionally bound by the Association's Rules.
- 5.3 There are also Affiliates of the Association, see Clause 6.
- 5.4 *All Members and Affiliates have the following rights:*
- *Attend Annual General Meetings and Special Meetings;*
  - *Shall have such rights as set out in clause 22;*
  - *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.*
- 5.5 *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 Executive 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) *All Full Members are entitled to vote and/or hold proxy to vote at any AGM or Special General Meeting.*
- (c) The current criteria for application to become a Full Member are set out in clause 7 below.

### Life Member:

- (d) 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.
- (e) 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.

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

Leave of Absence:

- (g) 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.
- (h) 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.
- (i) The Full Member may return to the Association within the timeframe given by the Executive by notice in writing and will not be required to comply with the requirements of Clause 20 to renew/reinstate that person's full membership.
- (j) The Full Member while on leave of absence will remain subject to the Rules and Conditions of a Full Member status.

5.6 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 Executive with that person having satisfied the criteria for Provisional Membership as set out below in Clause 7.
- (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.

5.7 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 Executive.
- (b) Annual Requirement: Student Members must submit proof of enrolment for their training. Then an Annual Membership Certificate will be issued upon payment of Annual Subscriptions. See Clause 8.

**CLAUSE 6 AFFILIATION TO THE ASSOCIATION**

- 6.1 The Association 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 the Association. In this way the Association 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.

- 6.2 Any person wishing to become affiliated to the Association must complete the application process as outlined below:
- 6.3 Applicants are to contact the Membership Convenor in the first instance to indicate their intention to apply.
- 6.4 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 Executive will advise the final decision in writing.
- 6.5 Affiliates to NZACAP:
- (a) May attend AGMs and have such rights as set out in clause 22;
  - (b) May attend conferences and seminars convened for Association Members;
  - (c) May receive Association correspondence;
  - (d) May have access to relevant areas of the Association website, and social media as appropriate;
  - (e) Must not hold out the Association to be their professional body;
  - (f) Affiliation may be rescinded by the Executive at their discretion. As the Association 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 7 APPLICATION FOR MEMBERSHIP**

### **7.1 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 current Curriculum Vitae.
- (d) All Applicants shall supply a written nomination by a Full Member of the Association.



- (e) All applicants will provide a copy of their most recent police check completed a maximum of two years prior to the application. Alternatively if a recent copy is not available applicants will consent to a criminal history check and complete the procedure requested by the membership convenor.

## **7.2 APPLICATION FOR FULL MEMBERSHIP**

- (a) Completion of clause 7.1 (a) – (e) and clause 7.2 (a) - (e).
- (b) The Applicant must at the time of applying for Full Membership be a Provisional Member who has completed the requirements for Provisional Membership set out in clause 7.3 (a) - (e).
- (c) The Applicant shall have completed no less than 100 hours supervision in total 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 Executive. 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.
- (d) The Executive reserves the right to interview the Nominator and the Supervisor identified by the Applicant for that purpose.
- (e) With the criteria outlined in 6b met, applicants will be notified of the decision within four weeks of receipt of required documentation

## **7.3 APPLICATION FOR PROVISIONAL MEMBERSHIP**

The requirements for Provisional Membership are:-

- (a) The completion of clause 7.1 (a) – (e) and clause 7.3 (a) – (e).
- (b) The Applicant shall submit evidence to the Convenor 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 approved for the purpose of Provisional Membership to the Association. Criteria for approval of such training will be determined by the Executive, 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 Executive 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).
- (e) On acceptance by the Executive the Provisional Member shall complete the Full Membership application as set out in clause 7.2 within a three (3) year period, or as may be agreed by the Membership Committee from time to time.

#### **7.4 APPLICATION FOR STUDENT MEMBERSHIP**

The requirements for Student Membership are:

- (a) The completion of Clause 7.1 (a) – (e) and 7.4 (a) – (b);
- (b) Students must provide proof to the Executive on application for Student Membership and annually thereafter on payment of the Annual Subscription that they are enrolled as a student of Child and Adolescent Psychotherapy.

#### **CLAUSE 8 ANNUAL SUBSCRIPTIONS AND CERTIFICATE OF MEMBERSHIP**

- 8.1 The Association may set an Annual Subscription Fee payable by Members and determine when it is payable, at its Annual General Meeting or Special General Meeting.
- 8.2 Within 4 weeks after the date that the Annual Subscription Fee is due, the Treasurer will supply the Secretary with the list of the current Full, Provisional and Student Members who have paid their Annual Subscription Fee and Annual Membership Certificates for the appropriate category of membership will be distributed to those Members by email (or post if so requested).
- 8.3 Affiliates will not receive Certificates of Membership.

#### **CLAUSE 9 THE OFFICERS OF THE EXECUTIVE**

- 9.1 The Officers of the Executive shall be as follows:-
  - (i) A President;
  - (ii) The Secretary/Treasurer or the Secretary;
  - (iii) A Treasurer;
  - (iv) A Membership Convenor.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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 including:

- (a) administer, manage, and control the Association including the complaint process provided for in these Rules;
- (b) carry out the Objects of the Association, and use money or other assets to do that;
- (c) set accounting policies in line with generally accepted accounting practice;
- (d) delegate responsibility and may create off-Committee/Executive positions;
- (e) manage the Association's financial affairs, including approving the annual financial statements for presentation to the Members at the Annual General Meetings;
- (f) decide the times and dates for Meetings, and set the agenda for Meetings;
- (g) recommend Membership fees, including subscriptions to be approved at an Association meeting;
- (h) make bylaws.

10.2 The Executive has all the powers of the Association unless the Executive's power is limited by these Rules, or by a majority decision of the Association.

## **CLAUSE 11 THE PRESIDENT**

11.1 The President shall:-

- (a) provide leadership of the Association 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 Association 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;
- (h) confer at regular intervals with the Officers of the Executive 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 Association 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 Association 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 8;
- (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 the Association's policy development;
- (j) the Secretary and Convenor, 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 the Association's 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 and determining of applications for Membership in all categories;
- (c) 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 the Association's policy development;
- (h) liaise with *the Psychotherapists Board of Aotearoa New Zealand* (PBANZ), NZ Police and other Regulatory Authorities as appropriate with regard to Membership procedures and pathways to registration;
- (i) action any other tasks as the Executive may from time to time require.

#### **CLAUSE 15 MEETINGS OF EXECUTIVE AND COMMITTEES**

- 15.1 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. At the request of any two (2) Members of the Executive made to the President or Secretary to summons a meeting, the President or Secretary shall summons a meeting of the Executive.
- 15.2 The quorum necessary for the transaction of the business of the Executive shall be three (3) except as provided for in these Rules.
- 15.3 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.
- 15.4 The President except as provided below shall preside at every meeting of the Executive. 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.
- 15.5 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 or rules that may be imposed on it by the Executive.

- 15.6 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.
- 15.7 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.
- 15.8 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 16 CRIMINAL HISTORY**

- 16.1 All Membership applicants shall provide a copy of a criminal history check dated no more than 2 years prior to application or if this is not available give consent to a criminal history check upon application for Membership to any category of Membership.
- 16.2 All Members 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.
- 16.3 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.
- 16.4 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 17 SOCIAL MEDIA AND CORRESPONDENCE**

- 17.1 All Members and 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.
- 17.2 All Members and 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 18 INDEMNITY INSURANCE SCHEMES**

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

## **CLAUSE 19 TERMINATION OF MEMBERSHIP**

### 19.1 Termination of Membership

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

- (a) on receipt of the resignation of a Member submitted in writing to the Secretary of the Association;
- (b) 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;
- (c) on the resolution of the Executive if a Member fails to comply with the procedure set out in clause 17.4;
- (d) on the resolution of the Executive following a finding by the Health and Disability Commissioner (HDC) or Regulatory Authority (RA) under the Health Practitioners Competence Assurance Act (HPCAA) 2003 that a Member does not meet the fitness to practice requirements under the HPCAA;
- (e) on the resolution of the Executive after inquiry into a Member's practice using the complaints procedure set out in clause 21 that did not require a referral to the HDC or RA, or the HDC or RA did not make a finding of the type referred to in 20.1 (d) it is found there has been a breach of the Association's Code of Ethics or the Rules by the Member.

### 19.2 Reinstatement of Membership

- (a) Any person whose membership has been terminated through resignation may apply at any time thereafter for reinstatement of membership. The Executive at its discretion may consider what steps the Applicant needs to take for reinstatement of membership.
- (b) In determining what steps are required for reinstatement the Executive will take into account the past experience of the Applicant and the length of time the Applicant has not been a Member.
- (c) Any person whose membership has terminated or ceased for a period of time for reasons set out in clause 20.1 (b) to (e) may apply for reinstatement of membership.
- (d) In considering an application under clause 20.2 (c), the Executive has the sole discretion to decide whether an Applicant may re-commence her/his membership and in doing so will take into account the following:
  - (i) the reason of the grounds for termination or cessation;
  - (ii) whether the Executive is satisfied that the Applicant poses no risk to the safe and ethical practice with children, adolescents and their families;

- (iii) the length of time that has passed since the termination or cessation of membership;
- (iv) whether any conditions to re-commencement of membership are to be imposed, which may include additional training and/or supervision. the penalty imposed on the Member by any other body including the HDC or RA;
- (v) any other matters which in the Executive's opinion are relevant to the Member's fitness to practice and be a Member.

## **CLAUSE 20 COMPLAINTS PROCEDURE**

### 20.1 Overview

- (a) Complaints will be assessed on a case by case basis.
- (b) In accord section 34 (1) of the HPCAA if the Association receives a complaint alleging that the health, competence or conduct of a Member has affected the health of a consumer the complaint will be referred to either the HDC or the RA.
- (c) All complaints of a competency or conduct concern, risk of harm, or a possible breach to the Code of Health and Disciplinary Services Consumers Rights will be referred to the Health and Disability Commissioner (HDC).
- (d) All complaints of a health concern will be referred to the RA.
- (e) Any complaint that has been referred by the Association to the HDC or RA will be dealt with directly between the HDC or the RA and the Member.

### 20.2 Receiving a complaint

- (a) Any person making a general inquiry as to how to make a complaint against a Member of the Association, will be provided with information about their rights to make a complaint and the avenues open to them to pursue their complaint including their right to make a complaint under the HPCAA.
- (b) Any person seeking to make a complaint directly to the Association against a Child and Adolescent Psychotherapist who is a Member of the Association will be required to do so in writing to the President of the Association. That person will also be provided with information about their rights to make a complaint and the avenues open to them to pursue their complaint.
- (c) On receipt of a complaint the President will refer the complaint to the Executive for review.
- (d) The President will inform both the Complainant and the Member that the complaint has been received and of the initial process that will be undertaken.



- (e) If a member informs the President or Executive that a complaint about them has been referred to the HDC or RA the member will be offered collegial support from the Association.

### 20.3 Complaints Review and Protocol

The Executive will manage a complaint in accordance with the following provisions and regulatory requirements:

- (a) if the Complainant has elected to make a complaint under the HPCAA the Complainant will be advised that the Association will have no further involvement in the investigation of the complaint provided that the Executive shall retain the discretion to investigate a complaint commenced under the HPCAA or referred to the HDC or RA as provided for in clause 21.3(g);
- (b) if there has been no complaint made under the HPCAA the Executive will consider if the complaint warrants a direct referral to the HDC or the RA under section 34 (1) of the HPCAA;
- (c) the Executive may ask the Complainant and the Member for further information or clarification to determine if the complaint should be referred to the HDC or RA;
- (d) if after review of the complaint, including any additional information as required, the Executive considers the complaint should be referred to the HDC or RA under the HPCAA the President will be informed. The President will give notice in writing to the Complainant that this action will be taken and that no further investigation of the complaint will be conducted by the Association provided that the Executive shall retain the discretion to investigate a complaint commenced under the HPCAA or referred to the HDC or RA as provided for in clause 21.3(g);
- (e) the President will also give notice in writing to the Member informing the Member that the Executive has resolved to refer the complaint to either the HDC or RA. The Member will be offered collegial support from the Association as they undergo this process;
- (f) if on review of all the information received by the Complainant the Executive is satisfied that the nature of the complaint does not meet the criteria for referral to the HDC or RA, the Executive will give the Member the opportunity to respond in writing to the complaint within a reasonable time-frame as provided by the Executive. The Executive will investigate the complaint under these rules and will make a final determination in relation to the complaint no later than four (4) weeks after receiving the written response from the Member;
- (g) if a Complainant wishes to pursue a complaint under these Rules which has already been considered by the RA or the HDC, then the Executive may at its own discretion determine whether to investigate the complaint and the following procedure will apply:
  - (i) the Executive will only consider whether to investigate a complaint considered by the RA or HDC if the investigation by the RA or HDC is complete;
  - (ii) the Complainant will be required to provide all information regarding the complaint and the outcome of the review or investigation by the RA

- or HDC to the President who will send the information to the Executive;
- (iii) if the Executive considers the complaint has been adequately dealt with by the HDC or the RA, it will decline to investigate the complaint;
  - (iv) if the Executive decides it will investigate the complaint it will do so following the Complaints Review and Protocol of clause 21.3 as applicable, and Outcomes of Complaints Procedure in clause 21.4.
- (h) in all proceedings under these Rules the Executive shall observe the rules of natural justice;
  - (i) in making all decisions under clause 20 (Termination of Membership) and Clause 21 (Complaints Procedure); the decision of the majority of the Executive making the decision shall be the decision of the Executive;
  - (j) the Executive will record its decision in writing and the reasons for its decision.

#### 20.4 Outcomes of Complaints Procedure

- (a) If, after an investigation into a complaint by the Executive, the Executive is satisfied that the Member meets all Association and Regulatory competence requirements and ethical standards to practice as a Child and Adolescent Psychotherapist no further steps will be taken.
- (b) If after investigation of a complaint the Executive determines that there has been a breach of the Association's Code of Ethics or Rules, the Executive may determine any of the following:
  - (i) no further steps are required;
  - (ii) the Complainant and Member will be invited to engage in a conciliatory process to resolve the complaint;
  - (iii) the Member will be required to address some aspect/s of their practice;
  - (iv) in the case of a serious breach of the Code of Ethics or Rules the membership of the Member may be terminated or cease for a period of time as provided for by clause 20.1 (e).
- (c) If the Complainant and the Member agree that the matter may be resolved by conciliation a Member of the Executive will be appointed to facilitate this process.
- (d) Prior to commencement of the conciliation process the Member will have the opportunity to respond to the complaint in writing to the Executive within a reasonable timeframe as determined by the Executive if they haven't already done so under clause 21.3 (c).
- (e) Conciliation will be entered into and continue until the matter reaches an outcome. If the Complainant, Member and appointed Executive Member are satisfied with the outcome it will be documented and presented to the President and full Executive.

- (f) If a satisfactory outcome is not reached, or the Complainant or Member declines the opportunity to engage in conciliation, the President will inform the Complainant in writing that the Association will take no further steps in relation to the complaint. The Complainant will be provided with information as to the avenues that can take their complaint if they wish to pursue it further.

**Please refer to Page 29 for Flow Chart representation of this process.**

#### 20.5 Competency findings under the HPCAA

- (a) Any Member who has been subject to an investigation under the HPCAA will advise the President of the outcome of the investigation and provide a copy of the decision by the investigating authority to the President.
- (b) If, after investigation by the HDC or RA, the complaint about the Member has been upheld under the HPCAA and the Member has been found to be incompetent or guilty of misconduct by the RA or HDC, the Executive may determine any of the following:
- (i) that the membership of the Member be terminated or ceases for a period of time as provided for in clause 20.1(d). The Member will be provided with information regarding reinstatement of membership;
  - (ii) if a Member is carrying out any penalty imposed by the HDC or other regulatory body under the HPCAA, the Member will be offered collegial support to carry out the penalty;
  - (iii) require the Member to undertake additional training to address specific aspects of their practice and/or engage in supervision with a full Member of the Association to address these aspects of their practice for a period of time determined by the Executive.

**Please refer to Page 28 for Flow Chart representation of this process.**

#### **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 *and Affiliates* 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 reviewed 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 second 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 received by the Secretary not more than six (6) 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 or its successor)* 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

- (a) All cheques shall be signed or endorsed in such manner as the Executive shall from time to time direct.
- (b) Online banking services are subject to the same due diligence.
- (c) 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 *or its successor* 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 received by the Secretary no more than *six (6) 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.

*The Association requires that all Members adhere to both the Regulatory Authority (PBANZ) Ethical Standards, and the Code of Ethics of this Association as set out in Clause 28 herein.*

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.

*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 *Te Tiriti o Waitangi* 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.

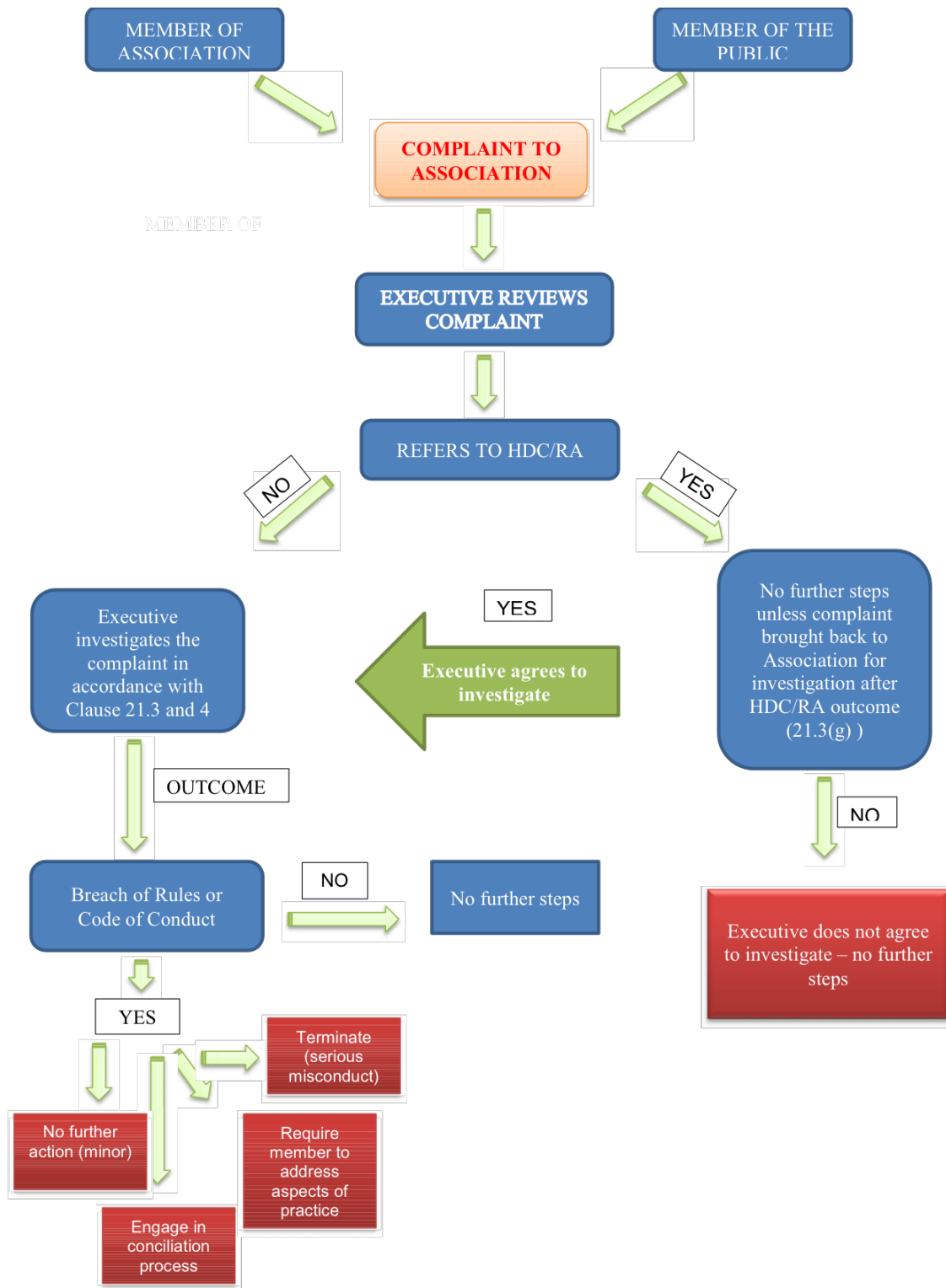
## **6. RESPONSIBILITIES OF CHILD & ADOLESCENT PSYCHOTHERAPISTS INVOLVED IN RESEARCH**

- (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.*



**Signatures of three Full Members for Incorporated Societies purposes:**

**Lara Mulgrew**

**Dianne Lummis**

**Mary Cubitt**