



Zero Balancing[®]
New Zealand Association Inc

**ARTICLES OF ASSOCIATION FOR
ZERO BALANCING NEW ZEALAND
ASSOCIATION INCORPORATED
(ZBNZA Inc.)**

**CONSTITUTION
and
CODE OF PRACTICE AND PRINCIPLES
2025**

MISSION STATEMENT

"The mission of the Zero Balancing New Zealand Association Incorporated is to help people experience health, well-being and wholeness by facilitating the study, practice and development of Zero Balancing."

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Zero Balancing[®]
New Zealand Association Inc

Zero Balancing Constitution

Constitution and Rules of the Zero Balancing New Zealand Association Incorporated.

1. NAME

Zero Balancing New Zealand Association Incorporated hereinafter referred to as 'The Association', 'ZBNZA', 'ZBNZA Board', 'the Board'.

2. OBJECTIVES OF 'THE ASSOCIATION'

- (a) To promote effective Zero Balancing (ZB) treatments consistent with the Zero Balancing Principles Code of Practice.
- (b) To develop and maintain professional Zero Balancing standards.
- (c) To affiliate with the International Zero Balancing Touch Foundation (ZBTF) and adopt its principles.
- (d) To ensure provision of quality training and ongoing education for its Members.
- (e) To set the standards for Zero Balancing Practitioner Certification.
- (f) To promote and encourage proper conduct among Zero Balancing Practitioners.
- (g) To assist clients to obtain appropriate services for their needs.
- (h) To provide opportunity for a community of practice between Members.
- (i) To guide Members in the marketing of their services and may assist.
- (j) To raise the profile and promote the benefits of Zero Balancing Sessions.
- (k) To raise public awareness of Health and Wellbeing through Touch.



"Zero Balancing teaches that the deepest currents of energy are in bone, that memory can be held in tissue, that energy fields in the body underlie mind, body and emotions, and that imbalances in the field precede pathology"

– Fritz Frederick Smith, MD, Founder



3. MEMBERSHIP

Membership of *'The Association'* shall be open to persons who have commenced or completed Zero Balancing Training, and those who have an interest in promoting Zero Balancing for the benefit of all. There are four forms of membership. Three (3) are Financial Membership of *'The Association'* and one (1) is General Non Member Entry to the ZBNZA database when attending Intro to ZB Day or Core ZB1.

All Members/Participants attending First ZB Course are required to complete the online paperwork prior to start of the course, which includes the ZBNZA Terms and Conditions prior to any financial exchange. On the first day of course, they will need to provide formal identification such as Drivers Licence or Passport

All Members and Non members who have completed any Zero Balancing training are bound by the *ZBNZA Constitution*, Code of Practice Zero Balancing Principles and are accountable to *'The Association'*.

All ZBNZA members are persons of good character. A 'person of good character' is a person with no previous serious convictions or cautions and no 'reprehensible behaviour' alleged, admitted or proved against them under New Zealand Law.

3.1 Certified Practitioner Membership - The following shall be eligible:

Persons of good Character...

- (a) who have successfully completed the Zero Balancing Certification Programme.
- (b) who have agreed to and signed the *ZBNZA Constitution*, Code of Practice and Principles.
- (c) who have completed the *ZBNZA Membership* application form, been accepted by *ZBNZA Board*.
- (d) who have paid their annual membership fees. (set annually by the ZBNZA).
- (e) must provide evidence biennially (every two years) that they have completed at least
 - One Zero Balancing 4 day course (whether new or repeat course); or,
 - Attended at least 1 review day annually hosted by a Faculty member (Faculty being those Certified by ZBTF) to teach Official Zero Balancing courses); or,
 - Completed a minimum of 25 hours training that can be shown to aid and compliment their Zero Balancing practice (written statement of course and how it aids/benefits Zero Balancing practice to be submitted to Board for approval prior to acceptance).
- (f) must provide yearly evidence of a current First Aid Certificate and we strongly recommend Professional Indemnity and Public Liability Insurance as ZBNZA/The Association is not liable for any wrong doing by a ZBNZA member and does not cover ZBNZA members should any liability claim happen to a ZBNZA member or to the member's practice. Members have 30 days post-certificate expiry to renew and email certificate(s) to ZBNZA admin, or membership will revert to Associate Tier with all Certified Practitioner membership rights and privileges revoked until certificates provided to ZBNZA.
- (g) can cast a vote at the Annual General Meeting (AGM) and Special General Meetings (SGM).
- (h) abide by the limitations defined in the *ZBNZA Members Requirements and Restrictions* document.

NOTE: Certified Zero Balancers who have lapsed by not paying dues for 5 years and wish to renew their membership are required to take a practical exam with a faculty member, and pay a fee set annually by 'The Association' to ZBNZA, (who will then pay the Faculty Member less the administration fee that applies at the time). Once the practical exam is passed, the practitioner is then eligible for reinstatement as an active member by paying the annual membership fee.

If the practitioner does not pass the practical exam, they are given constructive feedback by the faculty and offered options for moving towards successfully passing a follow – up exam. The fee for retaking the exam is set annually by ZBNZA, again paid directly to ZBNZA who will then pay the Faculty Member less the administration fee that applies at the time.

Only current Practitioner Members who have paid their annual membership fee, and provided Current First Aid Certificate shall be entitled to use the initials ZBNZA and/or CZB and/or CertZB (abbreviations for Certified Zero Balancer) after their name, and use the copyrighted/trademarked Logo's of Zero Balancing (held by "The Association") in any promotional material within their business dealings.

3.2 Certification Candidate Membership - The following shall be eligible:

Persons of good character...

- (a) who have completed the ZBNZA Certification Programme Membership application form, been accepted by ZBNZA Board and paid the non refundable deposit to secure a place on Certification Programme. Certification Programme fee is set annually by the ZBNZA Board.
- (b) who have agreed to and signed the ZBNZA Code of Practice and Principles.
- (c) shall have three (3) year Certification Student membership to 'The Association' as part of the Certification Programme as long as persons fully paid or make payments towards full certification within three (3) year period from start of certification as per approval by Treasurer of 'The Association'.
- (d) can cast a vote at the Annual General Meeting (AGM) and Special AGMs.
- (e) abide by the limitations defined in the ZBNZA Members Requirements and Restrictions document.

3.3 Associate Member - The following shall be eligible:

Persons of good character...

- (a) who have been Zero Balancing Practitioners yet, no longer practice (Retired).
- (b) who have completed some Zero Balancing training but as yet are not on the ZB Certification Programme or do not wish to complete Certification yet wish to help support and promote Zero Balancing.
- (c) who is a Certified Practitioner with another Zero Balancing Association Worldwide, wishing to be part of ZBNZA.
- (d) who are committed to the promotion of Zero Balancing.
- (e) who are committed to supporting the growth and show a commitment to the Zero Balancing Community, as a Non-Practitioner Member.
- (f) who has paid their annual Associate Member fee (set annually by ZBNZA).
- (g) can cast a vote at the Annual General Meeting (AGM) and Special AGMs.
- (h) who have agreed to and signed the ZBNZA Code of Practice and Principles.
- (i) abide by the limitations defined in the ZBNZA Members Requirements and Restrictions document.

3.4 General Member Non Member- The following shall be eligible:

Persons of good character...

- (a) who has completed Core ZB1 Course or more; and,
- (b) who have agreed to and signed the *ZBNZA* Code of Practice and Principles; and/or,
- (c) abide by the limitations defined in the *ZBNZA* Members Requirements and Restrictions document.
- (d) who is a Certified Practitioner with another Zero Balancing Association Worldwide, wishing to be part of *ZBNZA*.
- (e) no voting rights at the Annual General Meeting (AGM) and Special AGMs.
- (f) abide by the limitations defined in the *ZBNZA* Members Requirements and Restrictions document.

3.5 Membership Fees

- (a) Membership fees payable by Members of *ZBNZA* are set annually and due the 20th of April each year.
- (b) The annual subscription payable by Members shall be fixed annually by the *ZBNZA* Board during the Annual General Meeting.
- (c) The Board may impose a 10% penalty for any late Membership fees in arrears after the due date.
- (d) If a Member fails to pay the annual subscription payable for Membership after final notices have been issued (3 months), the Membership shall lapse and benefits of the Membership shall cease.
- (e) The *ZBNZA* Fee Schedule is available to view on the website and is set annually by the Board of the Association.

3.6 Cessation of Membership

- (a) Any Member wishing to resign from '*The Association*' must give notice in writing to the Board and shall pay all fees due up to the date of such notice.
- (b) If membership is revoked by the Board following a Grievance/Complaint Team decision to revoke membership of said member.
- (c) If any member no longer meets the eligibility criteria of the relevant class of membership.
- (d) The *ZBNZA* Board shall have power to remove from the Register of Members any Member whose subscription is in arrears, this decision is to be exercised only after a resolution to that effect has been passed by the Board and minuted in the General Meetings records.
- (e) Any Member who has resigned or been removed pursuant to these rules shall return to the Secretary any materials which he or she may have acquired as a right or privilege of Membership and also property belonging to '*The Association*', *ZBNZA* or *ZBTF*.
- (f) Upon cessation of membership all the Members rights to use the Logo and Trademarks of "*The Association*" shall terminate immediately.

3.7 Membership Database, Newsletter, Contact Information Database

A database register of Members shall be kept and maintained by the *ZBNZA* Administrator showing in respect of each Member, relevant details including their full name, date of birth, address and phone number, category of membership, membership status, the date of commencement of Membership, copy of identification*, prior qualifications*, Zero Balancing qualifications*.

The membership database consists of anybody who has registered for a Zero Balancing Course in New Zealand or attended a Zero Balancing Course in New Zealand. We may also have on record people who have requested to be kept informed of upcoming events.

Consent for inclusion into the database (for the use of the information contained in the database to be used by the ZBNZA Board and Faculty for 'Association' business) and terms and conditions and will be via tick the box on the online registration form.

Annually a letter will be sent to financial members to acknowledge the contact information we have on them is correct. And if any changes the member is to let 'The Association' know promptly.

*Confidential Information such as those with the asterix * will be kept on a portable hard drive separate to the online database by the Administrator of 'The Association'.

Newsletter Privacy

The voluntary newsletter sign-up on '*The Association*' website is used only to send newsletters by email from '*The Association*'. People may opt out at any time.

Contact Information

'The Association', keeps records of Member/Student contact information and Member/Student permits Zero Balancing Faculty and ZBNZA event organisers to use that information for mailings announcing Zero Balancing courses and/or events and allows Zero Balancing Touch Foundation (ZBTF) to have their details so Current Certified Members can access information held on ZBTF Website.

We do not sell our list to third parties.

We will notify members before we share our list with partner organisations, such as International Zero Balancing Faculty and ZBTF.

Legal Notice Regarding Information in Practitioner Listings on ZBNZA Website

This copyrighted programme (Certified Practitioner in Zero Balancing) is provided as a service to consumers to aid in the location of current qualified Zero Balancing practitioners to set up appointments for Zero Balancing sessions.

Any individual or corporation attempting to create a phone or e-mail list or use this information to solicit Zero Balancing members for commercial marketing purposes or to further their own commercial interests will be prosecuted to the full extent of the law.

4. ANNUAL GENERAL MEETINGS

The Annual General Meeting of *'The Association'* shall be held no later than the 20th July in each year upon a date and at a time and place to be fixed by the Board, for the following purposes:

- (a) To receive the Annual President's Report and Updates from ZBTF.
- (b) To receive from the Treasurer a report and statement of accounts for the preceding year ending 31st March.
- (c) To carry out elections for the Board every two years.
- (d) To confirm the Board Members for the ensuing year.
- (e) To fix the annual Membership fees for the following year.
- (f) To enact amendments to the Code of Practice and Constitution.
- (g) To elect and instate other 'working' groups to aid the overall running of 'The Association'.
- (h) To consider and conduct such other business as may properly be brought forward.

A notice of the Annual General Meeting (AGM) in the form of a meeting agenda shall be posted and/or electronically posted to each Member 10 days before the specified date of the Annual General Meeting, giving date, time and venue for the meeting.

5. CONDUCT OF MEETINGS

- (a) Only fee paying Members (Certified Practitioners, Certification Programme and Associate Members) shall be entitled to vote at any General Meeting.
- (b) Members are allowed one vote to be exercised either in person, by a representative or in writing supported by an original signature and submitted to the Secretary in person, by post or electronically no later than 24 hours prior to the commencement of the meeting.
- (c) A motion submitted to a meeting shall be deemed to be carried if the majority of the Members present and entitled to vote, or voting in writing vote in favour of the motion.
- (d) Any Motion carried at the Annual General Meeting shall have a 14 day 'right of change' period from the date of the AGM, to allow further discussion by the Board. All subsequent discussion will be notified to the Membership, and if deemed necessary a special meeting will be called.
- (e) The elected President Chairs all General Meetings.
- (f) Persons who are not Members of *'The Association'* may, with the permission of the Chair attend any meeting, and address the meeting, but shall not be entitled to move or vote on any motion.
- (g) In the event of any disputes regarding procedures, the decision of the meeting shall be final.
- (h) The Secretary shall record minutes of general meetings including date, place time and those in attendance. All minutes shall be signed by the President and/or Chair of the meeting and noted that following a vote, the minutes are a true and correct record.

5.1. QUORUM

No business shall be transacted at any Annual, Special or General Meeting unless 10 of the eligible voting members are present, either personally or electronically.

If within 15 minutes of the time appointed for the meeting the required number of members are not present, the meeting, if a Special General Meeting, shall lapse without prejudice to the calling of another meeting for the same purpose;

If an Annual General Meeting is unable to progress, it shall stand adjourned and the Secretary shall organise online voting for any decisions that need to be made within 2 weeks of the AGM by voting members. The results of the online voting shall be considered final.

6. SPECIAL GENERAL MEETINGS

Special General Meetings of 'The Association' may be called at any time by the Board by submission of a request to the Secretary stating the purpose for which the meeting is required.

The Secretary shall give at least 10 days notice to all Members of the holding of a Special General Meeting by letter (electronically and/or by mail) and such notice shall specify the nature of the business and no other business than so specified shall be undertaken.

7. THE ZBNZA BOARD

The Board Members are decided at the Annual General Meeting and shall consist of:

- (a) President
- (b) Vice President
- (c) Secretary
- (d) Treasurer
- (e) One other (up to three) full Member(s) or Non Member(s) (to act as independent Parties).

The first four positions (a-d) above are executive Board Members

Board Members must:

1. *Act in good faith and in the best interests of the ZBNZA.*
2. *Exercise powers for proper purposes only.*
3. *Comply with the Act and ZBNZA's Constitution.*
4. *Exercise reasonable care and diligence.*
5. *Not create a substantial risk of serious loss to creditors.*
6. *Not incur an obligation the Officer doesn't reasonably believe ZBNZA can perform.*

Dual positions can be held by a person whilst finding members to fill position, however only one vote is counted.

All Board Members must complete and return to the administration person the Officers Form and Interests Register with regards to any conflicts of interest prior to next General Meeting after Annual General Meeting.

All Board Members are subject to the Ministry of Justice, Criminal Records Form Submission.

7.1 Board Meetings

The Board shall meet, in person, or via electronic means (SKYPE, ZOOM, TEAMS etc.), a minimum of 6 times annually out of a possible 10. Dates and frequency to be decided at the first Board meeting after the AGM.

7.2 Quorum

Board meetings shall proceed if there is a minimum of three Executive Board Members.

Board members must attend (in person or electronically) a minimum of 6 of the 10 Ordinary Board Meetings, (not being Special Meetings), or forgo their position on the Board, unless granted a leave of absence.

7.3 **If three or more consecutive Board meetings are missed without prior notification by the Board Member then they will be asked to step down from the Board.**

A resolution passed by 80% majority of the Board at a Board meeting may remove a Board Member from their position. Should this situation arise, a Special General Meeting must be called within one month to elect a new Board member.

Chairperson being the President shall cast the deciding vote.

8. ELECTION OF THE BOARD

- (a) All Practitioner, Certification Programme and Associate Members may vote for the positions of President, Vice President, Secretary, Treasurer and Extra Board Member positions.
- (b) Each Board position shall be held for a maximum period of two years, unless there is no one that wishes to take their place.
- (c) All Board Members shall be nominated and elected every two years at the AGM.
- (d) The Secretary of *'The Association'* shall call for written nominations including qualification and experiences to be received forty-two days prior to the Annual General Meeting.
- (e) For each position for which more than one nomination has been received the Secretary shall arrange an electronic/postal ballot.
- (f) Ballots received by the Secretary within twenty-one days of the dispatch of the ballots shall be deemed valid.

9. POWERS OF THE EXECUTIVE TEAM (BOARD)

The Board shall take required actions to further the objectives of *'The Association'* and advance the interests of its Members. The Board are empowered:

- (a) To use the funds of *'The Association'* as the Board may consider necessary in payment of the costs and expenses of *'The Association'*.
- (b) To purchase or take on lease/hire or otherwise acquire any property and any rights or privileges which *'The Association'* shall think necessary for the purposes of attaining the objectives of *'The Association'* or its Members.
- (c) To solicit and accept funding, donations and gifts on behalf of *'The Association'*.
- (d) Notwithstanding any other provision, *'The Association'* shall not expend any money in unlawful activities or expend money for the sole personal or individual benefit of any Member.
- (e) To establish, promote, associate with, or assist in establishing and promoting and to subscribe to or become a Member of any other Associations within or outside of New Zealand whose objectives are wholly or in part similar to those of *'The Association'*.
- (f) To promote that which is beneficial to *'The Association'*.
- (g) To ensure any public views expressed by *'The Association'* through the media are done so only in the best interests of *'The Association'* and following approval of the media statement by the President.
- (h) To develop and distribute *'The Association'* information and promotion through regular informative newsletters.

10. CONTROL OF FUNDS

The control of the property and funds of *'The Association'* shall be in the hands of the Board, supported and managed by the Treasurer.

- (a) All money received by or for *'The Association'* shall be deposited into *'The Association'* bank account with records of all transactions being maintained by the Treasurer.
- (b) Withdrawals from *'The Association'* accounts require the signature of two (2) persons from a list of authorised signatories appointed by the Board.
- (c) The Treasurer shall present to the Annual General Meeting of *'The Association'* a properly drawn up statement of income and expenditure for the preceding financial year and a balance sheet at the end of each financial year.
- (d) The property and funds shall not be distributed amongst Members of *'The Association'* for any other purpose than that allowed by the objectives of *'The Association'*.
- (e) All accounting will comply with the relevant sections in the Incorporated Societies Act 2022.

11. MANAGEMENT OF COMPLAINTS AND GRIEVANCES

The ZBNZA Board shall appoint a Complaints Team (minimum of 3 people, 1 being possibly external to act as independent party) as required to deal with disputes, grievances, complaints, discipline, suspension and expulsion. The Complaints Team shall make a commensurate decision to the level of the complaint and shall have the power and experience to deal with the circumstances of the particular case.

11.1 How complaint is made

- 11.1.1 A member or an officer may make a complaint by giving to the ZBNZA Board (or a complaints subcommittee) a notice in writing that –
 - (a) states that the member or officer is starting a procedure for resolving a dispute in accordance with the ZBNZA Constitution; and
 - (b) sets out the allegation to which the dispute relates and whom the allegation is against; and
 - (c) sets out any other information reasonably required by the ZBNZA.
- 11.1.2 The ZBNZA may make a complaint involving an allegation against a member or an officer by giving to the member or officer a notice in writing that -
 - (a) states that the ZBNZA is starting a procedure for resolving a dispute in accordance with the ZBNZA Constitution; and
 - (b) sets out the allegation to which the dispute relates.
- 11.1.3 The information given under sub clause 1b. or 2b. must be enough to ensure that a person against whom an allegation is made is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.
- 11.1.4 A complaint may be made in any other reasonable manner permitted by the ZBNZA Constitution.

11.2. Person who makes complaint has right to be heard

- 11.2.1 A member or an officer who makes a complaint has a right to be heard before the complaint is resolved or any outcome is determined.
- 11.2.2 If the ZBNZA makes a complaint -
 - (a) ZBNZA has a right to be heard before the complaint is resolved or any outcome is determined; and
 - (b) an officer may exercise that right on behalf of the ZBNZA.
- 11.2.3 Without limiting the manner in which the member, officer, or ZBNZA may be given the right to be heard, they must be taken to have been given the right if -
 - (a) they have a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
 - (b) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
 - (c) an oral hearing (if any) is held before the decision maker; and
 - (d) the member's, officer's, or ZBNZA written statement or submissions (if any) are considered by the decision maker.

11.3. Person who is subject of complaint has right to be heard

- 11.3.1 This clause applies if a complaint involves an allegation that a member, an officer, or the ZBNZA (the respondent) -
 - (a) has engaged in misconduct; or
 - (b) has breached, or is likely to breach, a duty under the ZBNZA Constitution or the Incorporated Societies Act 2022; or
 - (c) has damaged the rights or interests of a member or the rights or interests of members generally.

- 11.3.2 The respondent has a right to be heard before the complaint is resolved or any outcome is determined.
- 11.3.3 If the respondent is the ZBNZA, an officer may exercise the right on behalf of the ZBNZA.
- 11.3.4 Without limiting the manner in which a respondent may be given a right to be heard, a respondent must be taken to have been given the right if -
 - (a) the respondent is fairly advised of all allegations concerning the respondent, with sufficient details and time given to enable the respondent to prepare a response; and
 - (b) the respondent has a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
 - (c) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
 - (d) an oral hearing (if any) is held before the decision maker; and
 - (e) the respondent's written statement or submissions (if any) are considered by the decision maker.

11.4 Investigating and determining dispute

- 11.4.1 The ZBNZA must, as soon as is reasonably practicable after receiving or becoming aware of a complaint made in accordance with its constitution, ensure that the dispute is investigated and determined.
- 11.4.2 Disputes must be dealt with under the constitution in a fair, efficient, and effective manner.

11.5. ZBNZA may decide not to proceed further with complaint

- 11.5.1 Despite the clause 'Investigating and determining dispute' above, the society may decide not to proceed further with a complaint if -
 - (a) the complaint is trivial; or
 - (b) the complaint does not appear to disclose or involve any allegation of the following kind:
 - i. that a member or an officer has engaged in material misconduct;
 - ii. that a member, an officer, or the ZBNZA has materially breached, or is likely to materially breach, a duty under the ZBNZA Constitution or the Incorporated Societies Act 2022;
 - iii. that a member's rights or interests or members' rights or interests generally have been materially damaged;
 - (c) the complaint appears to be without foundation or there is no apparent evidence to support it; or
 - (d) the person who makes the complaint has an insignificant interest in the matter; or
 - (e) the conduct, incident, event, or issue giving rise to the complaint has already been investigated and dealt with under the constitution; or
 - (f) there has been an undue delay in making the complaint.

11.6. ZBNZA may refer complaint

11.6.1 The ZBNZA may refer a complaint to -

- (a) a subcommittee or an external person to investigate and report; or
- (b) a subcommittee, an arbitral tribunal, or an external person to investigate and make a decision.

11.6.2 The ZBNZA may, with the consent of all parties to a complaint, refer the complaint to any type of consensual dispute resolution (for example, mediation, facilitation).

11.7. Decision Makers

11.7.1 A person may not act as a decision maker in relation to a complaint if 2 or more members of the committee or a complaints subcommittee consider that there are reasonable grounds to believe that the person may not be -

- (a) impartial; or
- (b) able to consider the matter without a predetermined view.

12. CONSTITUTION

- (a) The Constitution shall become effective from the day after it is approved during the AGM/SGM, however changes do not fully take effect until they are registered with the Companies Office, no more than 25 days from AGM.
- (b) 'The Association' shall maintain a controlled copy of the Constitution and records of any amendments.
- (c) All Members are to be made aware of and be provided copies of the Constitution.

13. AMENDMENTS TO THE CONSTITUTION

- (a) The Constitution shall not be amended in a way that would affect the non-profit nature of 'The Association'.
- (b) The Constitution shall only be altered after notification to Members and acceptance of amendments during an Annual General Meeting or Special General Meeting.
- (c) Notices of motion to alter, add or rescind the Constitution of 'The Association' shall be given to the Secretary in writing in person, via post or in electronic form not less than 21 days before the Annual General Meeting to which such a motion is to be submitted.

14. USE OF ASSOCIATION NAME

'The Association's name and abbreviations may be used only by Fully Paid Certified Practitioners who meet the annual requirements and Fully Paid Certification Programme Members of 'The Association'. Only approved copyrighted/trademarked names provided by 'The Association' are to be used by Current Certified Practitioners and Current Certification Programme Members.

15. COMMON SEAL

- (a) 'The Association' shall provide a common seal for ZBNZA Incorporated Society and may over time replace it with a new one.
- (b) One of The Executive Board Members shall have custody of the common seal, which shall only be used by the authority of the Board. Every document to which the common seal is affixed shall be signed by the President. and countersigned by the Secretary or a member of The Executive Board.

16. NO PECUNIARY GAIN TO MEMBERS (Section 22-24 Incorporated Society Act 2022)

- (a) No member of 'The Association' or any person associated with a member shall participate in or materially influence any decision made by 'The Association' in respect of the payment to or on behalf of that member or associated person of any income, benefit, or advantage whatsoever.
- (b) Any such income paid shall be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value). The provisions and effect of this clause shall not be removed from this document, and shall be included and implied to any document replacing this document.

17. DISSOLUTION

'The Association' may go into liquidation if, a Special General Meeting convened for the purpose may resolve that *'The Association'* be wound up. (Notice of intention to remove from register (Part 5, Section 174-177 Incorporated Society Act 2022)).

This Special General Meeting may also direct the method of disposal of the funds and property of *'The Association'*, such resolution being confirmed in the manner agreed. The funds and property shall go only to a similar non profit-making organisation, such as Zero Balancing Touch Foundation (ZBTF).



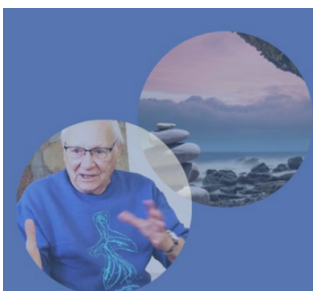
Zero Balancing[®]
New Zealand Association Inc

Zero Balancing Code of Practice

The Zero Balancing New Zealand Association Incorporated, is committed in supporting a community of excellence, with highly skilled and Certified Practitioners, of like-minded individuals committed to personal growth of themselves, each other and in turn their clients, by use of the principles and guidelines of Zero Balancing.

All Zero Balancing Certified Practitioners shall:

- 1 Give a **Pure ZB session**, not another modality or blend of modality they have been taught when a client books a ZB Session for the first time – this is paramount.
- 2 Hold a current First Aid Certificate and Professional Indemnity and Public Liability Insurance. A certificate of membership is supplied to ZB Practitioner when proof of First Aid Certificate and proof of Insurance is received with ZBNZA annual fee.
- 3 Consider first the health and wellbeing of the client and provide the highest quality of care.
- 4 Treat the client with the highest personal regard, compassion and respect.
- 5 Maintain clear and honest communication with clients, fellow practitioners and other associated professionals.
- 6 Maintain high standards of professional conduct, providing services in an ethical and professional manner.
- 7 Maintain confidentiality of all information derived from a client and divulge the information only with the express permission of the client.
- 8 Acknowledge the limitations of personal skills, or any conflicts of interest, and refer clients as necessary.
- 9 Maintain work premises in a professional manner and ensure all facilities are safe and hygienic.
- 10 Strive for professional excellence through ongoing education, skills maintenance and consultation with other qualified Practitioners, Teachers and the Zero Balancing Community.
- 11 Maintain appropriate treatment fee structures in recognition of the professional nature and experience of ZB skills, whilst ensuring clients are provided with fair value for services.
- 12 Endorse and abide by the terms set out within the *ZBNZA Articles of Association and Code of Conduct and Constitution*.
- 13 The Code of Practice is subject to change/amendment by the ZBNZA Board.



“Today is today and I’m glad it’s today.”

- Dr. Fritz Smith



Zero Balancing[®]
New Zealand Association Inc

Zero Balancing New Zealand Association (ZBNZA Inc) Principles

Work at Interface

A key to the effectiveness of Zero Balancing is continual clarity regarding the boundary where the client and practitioner meet.

A ZB practitioner learns to be aware of both his or her physical and energetic boundaries as well as those of the client. This principle fosters mutual safety and respect and can enhance all forms of bodywork and relationships.

To communicate touch and principles of healing through the technique of Zero Balancing.

Hold Yourself and Others in the Highest Personal Regard

This principle frames relationships with oneself and others in all Zero Balancing classes, and is embodied in every Zero Balancing session.

Allow Changes to Occur with Engagement, Stillness and a Clear Disconnect

Zero Balancing practitioners do not force any changes, but rather create the conditions for clients to balance themselves. Zero Balancing fulcrums deeply engage the client's body and mind and promote rapid reorganisation. Once the fulcrum is released, integration occurs.

To Honour Dr Fritz Smith and Zero Balancing Touch Foundation

To honour the lineage of Zero Balancing, maintaining its true nature, while allowing the practice to grow and evolve in New Zealand.

To be a central point, concentrating information and energy for the wider Zero Balancing community, and the Public, in New Zealand.



Zero Balancing[®]
New Zealand Association Inc

ZBNZA Training

Training is open to all who wish to learn the 'Art and Skill' of Zero Balancing. For those wishing to certify - all certification requirements must be followed.

Tuition Pricing – taught by NZ Faculty with ZBNZA Territory

The following fee structure will be for all four day courses, whether Core Zero Balancing or Advanced. Repeat fees may apply to both Certified and Certification Candidates** if repeating the same course within a 5 year period.

All training costs are paid to ZBNZA who deducts administration fee/course attendance costs then distributes the balance to NZ Faculty Member as at July 2024.

4 Day Course - Course Fee, set annually by the Board

- **Early registration price*** if registering and paid in full 60 days before the start of course.
- **Full price*** if registering less than 60 days before the start of a 4 day course.
- A minimum **## non-refundable** deposit secures a place on the course, which is deducted from the full course fee (dependent on fee paid).
- Repeat course fee will be offered at a reduction of the full course price if the previous course was completed within the last 5 years.
- If a course is a residential course then administration costs of being a residential course will be taken into account. Price per residential course depends on where it is.

Review Days and other 1 day classes – Course Fee set annually by Board Full price.

No Early Registration price applies

No repeat price discount applies

****Early registration price applies if current ZBNZA Member paying within terms described above. No discount applies if you are a non-member of ZBNZA.***

*****Note: Certification Candidates are not eligible for repeat pricing for any class that will be counted towards their certification program requirements.***

Discounts cannot be combined. Only the highest discount will be applied.

##Non-refundable deposit subject to change as set annually by ZBNZA.

Current from July 2024 – ZBNZA reserves the right to amend yearly deposit shown

ZBNZA Training Continued

Faculty

(Certified by ZBTF to teach official Zero Balancing Courses, and be a fully paid member of a Faculty Membership scheme.)

For each student attending any official Zero Balancing course, a fee (set annually by the Board) is paid to “*The Association*”, to cover administration costs, from the agreed course fee set annually by ‘The Association’ ZBNZA Board.

Full details of this are in the Practitioner and Faculty Portals on Website under Policy and Procedures.

Worldwide Faculty

A fee is to be paid to “*The Association*” by any Faculty member from outside New Zealand, who is running courses within ZBNZA territory, unless prior arrangements have been agreed by the ZBNZA Board. (This fee will be set Annually by the ZBNZA Board in accordance with the exchange rate).

Assessment of Training Criteria

It is the responsibility of the ZBNZA Board to ensure that all training carried out under the ZBNZA umbrella meets the standards set by ZBTF.

It is also the ZBNZA Boards responsibility to ensure that training carried out in New Zealand meets all standards set by any bodies that ZBNZA may be affiliated to.

Site Health and Safety must be followed by all Faculty whilst training is taking place
All fees are to be reviewed by the ZBNZA Board annually and changes or amendments notified to the ZBNZA membership.

ZBNZA Tuition Refund Policy, Zero Balancing Certification Programme and Memberships Requirements Restrictions and Limitations Defined information in Articles of Association in website portal.



“I hope that the study of Zero Balancing is not only exciting and rewarding in its own right, but that it highlights principles of nature that will influence your other healing talents and your life itself.”

– Fritz Frederick Smith, MD, Founder



Zero Balancing®

ZERO BALANCING WORKSHOP TERMS & CONDITIONS

The study of Zero Balancing (“ZB”) is open to anyone interested in furthering their knowledge of body energy systems, theories of healing and skilled touch and is dependent on local country regulations. This includes those who are already qualified health-care professionals who wish to study Zero Balancing to enhance their existing professional qualifications as an adjunct skill, or those, who at the discretion of ZB Faculty, wish to study Zero Balancing for personal interest only.

The term Zero Balancing and the Fulcrum logo (as above) are both registered Trade Marks held by the Zero Balancing Touch Foundation (“ZBTF”) and the use thereof, together with the term “Zero Balancer”, are reserved for those individuals who have officially graduated as Certified Zero Balancers and maintain the status of “Cert ZB”.

The participation in this core ZBI workshop, or any other Zero Balancing class prior to your graduating as Cert ZB, does not entitle you to call yourself a Zero Balancer or use the term Cert ZB. This is contingent on the successful completion of your local Zero Balancing Certification Programme, being in good-standing with your local ZB Association and having the appropriate insurances (and where appropriate, professional licences) in place.

We recognise and accept that those Zero Balancing students, who are legally entitled to touch clients professionally as existing qualified health-care professionals, may wish to integrate their newly acquired Zero Balancing skills into their existing practice prior to acquiring the status of Cert ZB.

However, to protect both students and clients alike we recommend that in those cases, Zero Balancing sessions are kept as such, and offered to healthy individuals who are neither contra-indicated or have significant underlying health conditions. If in doubt, please contact your Zero Balancing Teacher for further clarification. We also strongly recommend a Zero Balancing student takes out (or extends) liability insurance to cover their status as a student of Zero Balancing.

The teaching of Zero Balancing is reserved for Certified Zero Balancing Teachers in good-standing with both the Zero Balancing Touch Foundation and their local ZB Association.

Sharing your personal experience of Zero Balancing with your friends on social media or other forms of media is welcomed. However, prior to your attaining the status of Cert ZB, your referencing Zero Balancing in media such as written articles, or video postings on platforms such as YouTube, are not permitted without the prior consent of your local ZB Association or the ZBTF.

Zero Balancing course study guides (and hand-outs) are copyrighted and must not be reproduced in any manner (including scans, website forums or social media postings).

ZERO BALANCING WORKSHOP TERMS & CONDITIONS CONTINUED

To protect the privacy of students, any photographs or videos taken during Zero Balancing workshops must not be uploaded onto any social media platform, such as FaceBook or Instagram without the unanimous agreement of all those attending. Nor will such images be used by Zero Balancing organisations in any form of promotional activity.

Unanimous class agreement to share digital images would permit appropriate student media uploads and grant Zero Balancing organisations and ZB Faculty the right to use all such digital images without payment to, or further consent from, individual students.

Zero Balancing organisations take the privacy of your personal data very seriously. All data will be held securely by the Zero Balancing Touch Foundation and your local ZB Association, both of whom may from time to time send you emails and postal items. Your statutory rights to opt out of receiving such materials are not affected. For UK, CH, NZ: In addition, neither ZB organisation will share your data with any third-party.

By registering and paying for this or other ZB classes, you agree to assume responsibility for your own safety by complying with ZB Faculty directions and instruction. You hereby also agree to disclose any contraindications prior to participating in the class.

These Terms & Conditions are designed to protect the good name of Zero Balancing and all those involved in the study of Zero Balancing, including members of the general public who agree to receive sessions from Zero Balancing students.

By signing this document, you confirm that you have read and understood the Terms & Conditions set out above and agree to be bound by them.

For the UK, NZ & CH:

These Terms & Conditions shall be governed by and construed in accordance with [English] Law.

1. Student details

Signature of Student

Printed Name of Student

Full Postal Address

Email Address:

Cell/Mobile Number:

2. Faculty details

ZB Teacher's signature & printed name of Teacher

3. Programme Details

Date of Program & Location