
University of Canterbury Students'
Association Incorporated



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UNIVERSITY OF CANTERBURY STUDENTS' ASSOCIATION INCORPORATED CONSTITUTION

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions:** In this Constitution and in any By-laws and UCSA Policies, unless the context otherwise requires:

Act means the Incorporated Societies Act 1908.

Advisory Board means the Advisory Board convened from time to time in accordance with clause 11.

Affected Member has the meaning given in clause 6.4(a).

Affected Parties include both the Affected Member(s) and the complainant(s) to a Complaint or appeal.

Affiliated Club means any club or society affiliated to the UCSA in accordance with clause 13.

Annual General Meeting means a General Meeting convened as an Annual General Meeting in accordance with this Constitution.

Appellant means either the Affected Member(s) or complainant(s) to a Complaint that wishes to appeal a decision of a Decision Maker.

Auditor means a person who is qualified to carry out the audit of UCSA in accordance with the Charities Act 2005 and the Financial Reporting Act 2013 (as applicable), and who is the person appointed as the auditor of UCSA under clause 14.3 from time to time;

By-election Process means the process for a by-election of members of the Executive as set out in By-laws from time to time, or to the extent that there is no such process, the process determined by the Executive from time to time.

By-law means any by-law approved by a resolution of the Executive from time to time in accordance with clause 9.4.

Campaign Period means any period of time in which election campaigning is allowed, to be decided at the sole discretion of the Returning Officer.

Chief Executive means the Chief Executive of UCSA appointed in accordance with clause 12.1.

Chief Executive Employment Committee means the Chief Executive Employment Committee that is convened from time to time in accordance with clause 11.

Complaint has the meaning given in clause 6.1.

Constitution means this constitution, as amended from time to time.

Consumer Price Index means the consumer price index (all groups) as published by Statistics New Zealand or its successor (or, if that index ceases to be published or otherwise ceases to be available to the parties, means such other index as measures, in a manner which most closely resembles the manner in which the consumer price index (all groups) measures, inflation or deflation in New Zealand immediately prior to becoming unavailable to the parties or ceasing to be published).

Contact Officer means the person, if any, appointed from time to time under clause 9.17.

Co-Opted Advisor means any person co-opted from time to time by the Executive in accordance with clause 12.3.

Council Student Member means the member of the University of Canterbury Council elected by students as referred to in clause 3(1)(e) of the Amendment to the Constitution of the University of Canterbury Council Notice 2015 (New Zealand Gazette, No. 65 — 11 June 2015).

Decision Maker means:

- (a) for a Complaint that relates to the conduct of a member of the Executive or a decision of the Returning Officer, the Executive Discipline and Electoral Committee that excludes the subject of the Complaint/Returning Officer/other;
- (b) for a complaint relating to a disqualification of a candidate during a Campaign Period, the Urgent Electoral Appeals Committee;
- (c) for all other Complaints, the General Disciplinary Committee whose membership excludes the subject of the Complaint or any other person with a conflict of interest as a decision-maker (the existence of a conflict of interest to be determined by the Executive);
- (d) for a disciplinary matter delegated to UCSA by the University, the Executive or a sub-committee appointed by the Executive (which may include members and non-members of the Executive);
- (e) for an appeal brought under clause 6.13, the Electoral and Disciplinary Appeals Committee; and
- (f) to the extent that any person specified to be a member of a Decision Maker body is unavailable or not qualified (for example, due to conflict of interest), another person selected by the Chief Executive.

Electoral and Disciplinary Appeals Committee means the Electoral Appeals Committee convened from time to time in accordance with clause 11.

Entitled Person means a person, other than a Member, who is entitled to vote on the election or removal of elected members of the Executive, as set out in the Election Process from time to time, and as at the date this Constitution is adopted, includes all students of the University, regardless of whether they are Members.

Equity Representative refers to the role on the Executive described in clause 9.15.

Executive Discipline and Electoral Committee means the Executive Discipline and Electoral Committee convened from time to time in accordance with clause 11.

Election Process means the process for election of members of the Executive set out in By-laws from time to time, or to the extent that there is no such process, the process determined by the Executive from time to time.

Electronic Communication means a transmission of an instruction, request, notice or other information by e-mail or other electronic medium approved by the Executive subject to such conditions as the Executive considers appropriate as to the identification of the person making the communication or verification of the content, despatch or receipt of the communication.

Executive means the persons elected or appointed from time to time in accordance with clause 8 to manage the affairs of the UCSA pursuant to this Constitution, who number not less than the required quorum, acting together as the governing body of UCSA.

Fee means any fees or levies set by the Executive from time to time in accordance with clause 5.9, including subscription fees, payable by a Member to UCSA.

Financial Year means the financial year ending on 31 December of each year, or such other date determined under clause 14.1.

Fit and Proper Person has the meaning given in By-laws from time to time, or if not so defined, means a person of good character and standing, as reasonably determined by the Executive Discipline and Electoral Committee.

General Disciplinary Committee means the General Disciplinary Committee convened from time to time in accordance with clause 11.

General Meeting means a meeting of Members convened in accordance with this Constitution.

General Representative refers to the role on the Executive described in clause 9.13.

Half-Annual General Meeting means a General Meeting convened as a Half-Annual General Meeting in accordance with this Constitution.

Incapacitated means the person:

- (a) is adjudicated bankrupt or commits any act of bankruptcy;
- (b) becomes, or whose property becomes, the subject of an order made under the Protection of Personal and Property Rights Act 1988; or
- (c) becomes a mentally disordered person within the meaning of the Mental Health (Compulsory Assessment & Treatment) Act 1992.

International Representative means a Student enrolled with the University who is an International Student (as determined by the University) during the year the Student assumes office.

International Student means a Student who is deemed an international student in accordance with the University of Canterbury General Regulation.

Life Member means a Member admitted to Membership as a Life Member in accordance with clause 5.5 and who has not ceased to be a Life Member.

Member means any person recorded as a member of the UCSA in the UCSA's register of Members.

Member Requisition means a request in writing from Members to the Executive that a Special Meeting be called and which:

- (a) specifies the business for that Special Meeting in sufficient detail for the notice requirements in clause 10.3;
- (b) is signed by a number of Members that constitutes a Member Requisition Threshold;
- (c) is made within one-month of the Executive providing to the presenting Member the total number of Members; and
- (d) may be in one document or in counterparts.

Member Requisition Threshold means 10% of current Members. For the purposes of determining this percentage, the presenting Member shall contact the Executive who shall provide to that Member within a reasonable time the total number of Members and which shall be definitive for the purpose of calculating the Member Requisition Threshold.

Membership Criteria means criteria for membership processes set out in any By-law, which Members (or applicants for Membership) of a particular category of Membership must meet or by which Members of a particular category are accepted for Membership.

Misconduct means the person in question wilfully refuses, neglects to comply with, or otherwise breaches this Constitution or any By-law or UCSA Policy.

Objects means the objects of UCSA set out in clause 3.1.

Ordinary Resolution means a resolution of Members approved by a majority of the votes cast on that resolution.

Noticeboard means UCSA's official noticeboard as determined by the Executive from time to time.

Pacific Representative means a Pacific Student enrolled with the University and appointed to the role on the Executive described in clause 9.16.

Post-Graduate Representative means a Student enrolled with the University in post graduate study and who is a Post-Graduate Student (as determined by the University) during the year the Student assumes office.

Post-Graduate Student means a Student who is deemed a post-graduate student in accordance with the University of Canterbury General Regulation.

Publish means to display information on the Noticeboard and/or through the UCSA website and/or other means of written communication (including Electronic Communication) that is reasonably likely to ensure that Members can be informed of the matter.

Qualified means the person:

- (e) **Member:** is a Student Member, or in the case of the President, was a Student Member within the two years preceding when they will take office;
- (f) **Standing:** is not an undischarged bankrupt or a person prohibited from the management of companies;
- (g) **Fit and Proper:** is otherwise a Fit and Proper Person; and
- (h) **Criteria:** meets any criteria specified for the role held or campaigned for as set out in this Constitution or in By-laws.

Registrar means the Registrar of Incorporated Societies.

Returning Officer means the officer appointed by the Executive for each election or by-election under the Electoral Regulations By-law.

Solicitor means any person who holds a current practising certificate issued by the New Zealand Law Society.

Special Meeting means a General Meeting convened as a Special Meeting in accordance with this Constitution.

Special Resolution means a resolution approved by a majority of two-thirds of the votes of those entitled to vote and voting on the question.

Student means a person enrolled as a student of the University.

Student Member means a Member admitted to the Membership in accordance with 5.5 and who has not ceased to be a Student Member.

UCSA means University of Canterbury Students' Association Incorporated;

UCSA Policy means a UCSA policy adopted or amended in accordance with clause 9.5 and:

- (i) which is in writing;
- (j) notice of which has been Published at least five Working Days in advance of its taking effect, together with explanatory information; and
- (k) which is compatible or consistent with this Constitution and is lawful.

University means the University of Canterbury, New Zealand.

University of Canterbury General Regulations means the regulations adopted by the University and amended from time to time.

Urgent Electoral Appeals Committee means the Urgent Electoral Appeals Committee convened from time to time in accordance with clause 11.

Working Day means any day excluding Saturdays, Sundays and statutory public holidays in Christchurch and excluding any day in the period beginning on 25 December in any year and ending on 5 January in the following year, and if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday.

1.2 **Interpretation:** In this Constitution and in any By-laws and UCSA Policies, unless the context otherwise requires:

- (a) **Plural and Singular:** words denoting the singular include the plural and vice versa;
- (b) **Gender:** one gender includes the other genders;
- (c) **Persons:** words denoting persons include any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state, agency of a state, municipal authority, government or any statutory body in each case whether or not having separate legal identity;
- (d) **Inclusive Expressions:** the term includes or including (or any similar expression) is deemed to be followed by the words without limitation;
- (e) **Derivatives:** a derivative term or other part of speech of any defined term will be construed in accordance with the relevant definition;
- (f) **Clauses/Schedules:** references to clauses or schedules are to clauses in, and the schedules to, this Constitution. Each such schedule forms part of this Constitution;
- (g) **Month and Monthly:** any reference to a month is a reference to a calendar month (and monthly has a corresponding meaning);
- (h) **Headings:** the headings in these Rules have been inserted for convenience and will not form part of these Rules or affect their interpretation in any way; and

- (i) **Statutes and Regulations:** references to any statute, regulation, ordinance or by-law are deemed to extend to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing the same.

2. NAME

- 2.1 The name of the society is University of Canterbury Students' Association Incorporated.

3. OBJECTS

- 3.1 **Objects:** The objects of UCSA are to:

- (a) **Representation:** provide a representative voice for Student Members;
- (b) **Student governance:** be governed primarily by Students;
- (c) **Services, facilities, events:** deliver, provide and support services and facilities and events that contribute to Student success and a sense of belonging at the University;
- (d) **Culture:** foster intellectual, sporting, cultural and social life at the University;
- (e) **Relationships:** proactively, professionally and positively manage relationships within and outside the UCSA;
- (f) **Te Tiriti O Waitangi:** recognise and act consistently with Te Tiriti O Waitangi/the Treaty of Waitangi and by doing so, acknowledge the relationship between UCSA and Te Akatoki Māori Students' Association;
- (g) **Diversity:** commit to representing all student diversity, including culture, religion, gender, ability, age and sexual orientation, and to supporting equality in theory and in practice;
- (h) **Sustainability:** govern UCSA in a professional, ethical and financially sustainable manner;
- (i) **Safety and wellness:** promote the safety and wellness of Members and staff; and
- (j) **Legacy:** do all such other things as are, or may be, incidental or conducive to the attainment of any or all of the above objects and/or the legacy of the UCSA.

- 3.2 **No Private Pecuniary Gain:** No private pecuniary gain may be derived from UCSA (by way of distribution or otherwise) by any Member, except that:

- (a) **Remuneration:** UCSA may pay reasonable and proper remuneration to any member of the Executive by way of salary or similar payment; and
- (b) **Usual charges:** any Member may be paid by UCSA all usual professional, business or trade charges for services or goods rendered, time expended and all acts done by that Member or by any firm or entity which that Member represents.

- 3.3 **Reimbursement of Expenses:** UCSA will reimburse any Executive member or Member for expenses properly incurred in connection with the affairs of the UCSA.

4. POWERS

- 4.1 Subject to clause 3.2 and the other provisions of this Constitution, the powers that may be exercised by UCSA in furtherance of its Objects are to:

- (a) **Amend:** amend this Constitution and any By-laws or UCSA Policies in accordance with the procedures in this Constitution, By-laws or UCSA Policies;
- (b) **Membership:** admit new Members and withdraw, suspend or terminate Membership in accordance with clause 5;
- (c) **Shares:** subscribe to, or otherwise acquire, hold and deal with, shares, debentures, or other securities or financial products of any company and to sell or dispose of interests in any securities or financial products;
- (d) **Contracts:** enter into any contract or arrangement;
- (e) **Property:** purchase, lease, hire, sell and otherwise acquire, distribute or dispose of any real and personal property and any rights or privileges or licences in or over such property and to manage, improve and develop the property of UCSA;
- (f) **Investments:** invest and deal with the UCSA's money;
- (g) **Loans:** lend and advance money or give credit to any person, give guarantees and/or indemnities for the payment of money or the performance of contracts or obligations by any person and otherwise financially assist any person;
- (h) **Borrow:** borrow or raise or secure the payment of money charged upon all or any of UCSA's property and purchase, redeem or pay off any such securities;
- (i) **Licences:** obtain any licences or consents expedient for the purpose of carrying out its Objects;
- (j) **Legislation:** apply for, promote, and obtain any statute, order, regulation, or other authorisation or enactment, and oppose any bills, proceedings, or applications;
- (k) **Salaried Officers:** appoint, dismiss or retire salaried officers;
- (l) **Services:** remunerate any person for services rendered or to be rendered to UCSA;
- (m) **Employment:** employ such persons as may be required for the purpose of carrying out its objects;
- (n) **Hold Charges:** take or hold mortgages, liens, and charges to secure payment of any money due to UCSA from any other person;
- (o) **Trusts:** undertake and execute any trusts and make gifts whether for charitable or benevolent purposes;
- (p) **Representatives:** appoint, elect or nominate people to represent UCSA;
- (q) **Represent:** represent all or any Members in relation to any matter or thing that relates to the interests of such Members;
- (r) **Delegation:** delegate to any persons the powers of UCSA and allow the Executive or other persons to delegate any other the powers delegated to the Executive to other persons;
- (s) **Setting fees:** set any required fee or levy to be paid by Members;
- (t) **Grants:** give any grant in accordance with clause 9.26 or clause 13.7;
- (u) **Raise money:** to raise money for any purpose that supports any Object;

- (v) **Join Other Organisations:** subscribe to or become a member of, or affiliate with, any association, society or organisation whose objects are similar either wholly or in part to the Objects or which may further the Objects in any way, provided that UCSA shall not join or leave any national body which:
 - (i) requires a period of notice to be served before leaving; and/or
 - (ii) can levy UCSA,without approval by Ordinary Resolution at a General Meeting;
- (w) **Appoint Attorney:** at any time and for any period appoint any person to act as an attorney of UCSA for the purpose of furthering all or any of the Objects;
- (x) **Other use of funds:** use any of its funds to pay the costs and expenses of furthering or carrying out its Objects;
- (y) **Publications:** publish any written works and/or support the publication of an independent written work for Students; and
- (z) **Incidental Powers:** do all such other things as are incidental, conducive or desirable to the attainment of the Objects and the exercise of the powers of UCSA, whether as principal, agent, contractor, trustee or otherwise, and by or through trustees or agents or otherwise, and either alone or in conjunction with others.

5. MEMBERSHIP

- 5.1 **Members:** The Members of UCSA shall be such persons as the Executive admits to Membership from time to time (or as otherwise provided in the By-laws) and who have not ceased to be Members. Every person admitted to Membership is deemed to have agreed to be bound by the Rules and the By-laws from time to time in force.
- 5.2 **Categories of Membership:** The categories of Membership are:
 - (a) Student Member;
 - (b) Life Member; and
 - (c) such other category of Members as may be determined by the Executive from time to time.
- 5.3 **Membership criteria:** The Executive may set Membership Criteria for different categories of Membership under By-laws.
- 5.4 **Application:** Before admitting any person as a Member, the Executive may require that person to complete an application in such form and manner required by the Executive, and pay any relevant Fee.
- 5.5 **Admission:** Except as otherwise provided in the Membership Criteria, the Executive will determine whether or not to admit a Member or change a Member's Membership category as follows:
 - (a) **Discretion:** the Executive may make decisions at its sole discretion;
 - (b) **Interview:** the Executive may interview an applicant for Membership at its discretion;
 - (c) **Category:** the Executive will determine the appropriate category of Membership which applies to each Member or applicant for Membership but will not admit a person as a Member or change a Member's category of Membership if the person

does not meet the Membership Criteria applying to the relevant category of Membership;

- (d) **Notification:** the Executive will advise the applicant whether or not their application for Membership, or to change category of Membership, has been successful;
 - (e) **Delegation:** for the avoidance of doubt, the Executive's powers under this clause may be delegated.
- 5.6 No reasons required: The Executive is not required to give any reason for determining not to admit an applicant to Membership.
- 5.7 **Cessation of Membership:** A Member will cease to be a Member if any of the following occurs:
- (a) **Notice of Resignation:** the Member notifies UCSA of the Member's resignation or opt-out, in the form required by the Executive from time to time, provided that such resignation or opt-out will not relieve the Member from paying any outstanding Fees or any amounts owed to UCSA at the time of resignation or opt-out; or
 - (b) **Failure to Pay:** the Member fails to pay any amount payable by it to UCSA (including Fees) by the due date for payment and the Executive resolves to terminate the Member's Membership;
 - (c) **Expulsion:** the Member is expelled in accordance with this Constitution or any By-law; or
 - (d) **Ceases to meet criteria:** the Member, in the Executive's absolute discretion, ceases to satisfy the relevant Membership Criteria; or
 - (e) **Incapacity:** the Member dies or is Incapacitated.
- 5.8 **General consequences of cessation/suspension:** Upon cessation of Membership, and during a suspension of Membership, a former or suspended Member must cease to hold themselves out as a Member of UCSA, and if notified by UCSA to do so, must return to UCSA all proprietary material produced by UCSA.
- 5.9 **Fees:** The Executive will determine the amount of any Fees and the Executive may set different Fees for different categories of Membership or on any other basis of differentiation. The Executive is not obliged to set a Membership Fee.
- 5.10 **Time for Payment:** Members must pay the Fees set by the Executive (if any) by the due date set by the Executive.
- 5.11 **No Refund:** If a Member resigns or a Member's Membership is suspended or terminated, the Member will not be entitled to a refund of any Fees for the period during which the suspension is to apply or the period following termination or resignation (as the case may be), and all Fees then outstanding to UCSA will remain become immediately due and payable.
- 5.12 **Register of Members:** UCSA will ensure that there is maintained a register of current student Members that complies with the Act.
- 5.13 **Updating Register:** Members must inform UCSA of any changes to their contact details for the register of Members. UCSA must then update the register as soon as practicable.
- 5.14 **Readmission as Member:** A person may be readmitted as a Member:
- (a) even though they have previously resigned or opted out;

- (b) after previously being expelled from the Membership, but then only with the express resolution of the Executive; or
 - (c) when they otherwise re-qualify for Membership.
- 5.15 **Membership Obligations:** All Members (and Executive members) shall promote the interests and the objectives of UCSA and shall do nothing intentionally to bring UCSA and its Members into disrepute.
- 6. **COMPLAINTS AND DISPUTES**
- 6.1 **Complaints:** Any person, including a Member, member of the Executive, or Affiliated Club, may make a complaint to UCSA about:
 - (a) a breach, or alleged breach, of the Constitution, UCSA Policies or By-laws or any rules of an Affiliated Club or any conduct which may bring the UCSA into disrepute;
 - (b) a Member's alleged Misconduct;
 - (c) alleged Misconduct by UCSA;
 - (d) alleged Misconduct by a member of the Executive; or
 - (e) any other grievance or dispute that relates to the UCSA or its Members (in their capacity as Members) or disciplinary matters delegated to UCSA by the University, (referred to as a **Complaint**).
- 6.2 **Laying a Complaint:** A Complaint must either be initiated by resolution of the Executive, or:
 - (a) be made by the complainant in writing;
 - (b) set out all material particulars of the Complaint; and
 - (c) be notified to the UCSA in accordance with clause 19.
- 6.3 **Consideration of Complaints:** The Decision Maker must (except in relation to clause 6.16), within five Working Days after receiving a Complaint in accordance with clause 6.2, initiate the procedure in clause 6.4, provided the Decision Maker may suspend, discontinue, or decline to initiate the procedure in clause 6.4 in respect of a Complaint if:
 - (a) **Trivial:** the matter is trivial; or
 - (b) **Not material:** the matter does not appear to disclose:
 - (i) in the case of a complaint about conduct, any material misconduct; or
 - (ii) in the case of any other grievance, any material damage to a Member's rights or interests; or
 - (c) **Suspension:** in the opinion of the Decision Maker acting reasonably, it is more appropriate for the Complaint to be referred to the University or other competent person, authority or organisation (**Referred Party**) and an investigation by the Decision Maker under clause 6.4 should therefore be suspended until receipt of a determination by the Referred Party at which time the Decision-Maker may, in its sole discretion, decide whether to decline to initiate or discontinue the procedure in clause 6.4; or

- (d) **No evidence:** the Complaint appears to be without foundation or there is no apparent evidence to support it; or
- (e) **No genuine interest:** the person who makes the Complaint has an insignificant interest in the matter; or
- (f) **Already resolved:** the conduct, incident, event, or issue has already been investigated and dealt with by or on behalf of the UCSA or by some other competent person, authority or organisation (as recognised by the Decision Maker); or
- (g) **Outside the jurisdiction of the UCSA:** in the opinion of the Decision Maker acting reasonably:
 - (i) there is no nexus between the actions of the person about whom the Complaint has been made and that person's membership of the UCSA; or
 - (ii) the content and/or severity of the Complaint is such that it would be more appropriate for the Complaint to be referred to the Referred Party to investigate.

6.4 **Investigating and determining a complaint:** Subject to clause 6.3, the Decision Maker must investigate and determine any Complaint, in accordance the following procedure:

- (a) **Advise Affected Member:** if a Complaint is about the conduct of a Member or otherwise directly affects a Member specifically (**Affected Member**), the Decision Maker must ensure that the Affected Member is fairly advised of all allegations concerning them, with sufficient details and time given to enable the Affected Member to prepare a response;
- (b) **Oral hearing:** the Decision Maker must consider whether an oral hearing is needed to ensure an adequate hearing of the Complaint. If an oral hearing is to be held, the Affected Member must be given at least five Working Days' notice of the hearing;
- (c) **Notice of Meeting:** after any oral hearing, or if no oral hearing is held, the Affected Member must be notified of any meeting of the Decision Maker at which the Complaint is to be determined at least ten Working Days before that meeting, and must be advised of their rights under clause 6.4(d).
- (d) **Member response:** the Affected Member may, on receiving notice of meeting under clause 6.4(c), give a written response to the Complaint within five Working Days after receiving notice under clause 6.4(c).
- (e) **Further enquiries:** the Decision Maker may make further enquiries and the results of those enquiries shall be made known to the complainant and the Affected Member.
- (f) **Independence:** a person may not act as a Decision Maker in relation to a Complaint if two or more members of the Executive or a complaints sub-committee of the Executive consider that there are reasonable grounds to believe that the person may not:
 - (i) be impartial; or
 - (ii) be able to consider the matter without a predetermined view.

6.5 **Extend timeframes:** the Decision Maker may extend any timeframes provided for in clause 6.4 at its discretion.

- 6.6 **Suspension during the Decision Maker's investigation:** if the Complaint relates to the actions of a member of the Executive, the Decision Maker may suspend the Affected Member for the duration of the Decision Maker's investigation under clause 6.4.
- 6.7 **Decision:** the Decision Maker, upon completing its consideration of the Complaint, may:
- (a) dismiss the Complaint;
 - (b) publicly or privately censure a Member or member of the Executive;
 - (c) suspend a Member;
 - (d) expel a Member; or
 - (e) do any other thing the Decision Maker deems reasonably necessary.
- 6.8 **Suspension following the Decision Maker's consideration of a Complaint:** Suspension may be for a set period of up to and including 20 Working Days and reinstatement may be subject to conditions that must be met prior to the end of the period of suspension, or which may be ongoing. After completion of the period of suspension within which all applicable conditions have been met to the satisfaction of the Executive (excluding the suspended Executive member), acting reasonably, the Member will be reinstated. If a suspended Executive member fails to meet applicable conditions prior to the end of their period of suspension, they shall be deemed to have resigned from their position as Executive member effective at the end of the suspension period. If a Member or Executive member whose reinstatement is subject to ongoing conditions breaches such a condition, they will be immediately re-suspended for 20 Working Days or such longer period required to reconsider the person's status, and to this end, a new Complaint shall be deemed to have been made under clause 6.2.
- 6.9 **Consequences of suspension:** During a period of suspension, the Member shall have no Membership rights and shall not be eligible to participate in any UCSA activity (including serving in an elected or appointed position). UCSA may publish the fact that a Member is suspended.
- 6.10 **Expulsion:** Expulsion will be indefinite; however, the Executive may decide to reinstate the Member at its discretion if satisfied it is suitable for the person to be a Member.
- 6.11 **Consequences of expulsion:** If a Member is expelled, that Member shall have no Membership rights and shall not be eligible to participate in any UCSA activity, unless they again become a Member. If an expelled person held an elected or appointed position, they shall be deemed to have resigned from that position immediately upon expulsion taking effect. UCSA may publish the fact that a Member has been expelled.
- 6.12 **Decision provided:** The decision of the Decision Maker, and any reasons which may be given (without any obligation to give such reasons) for that decision, shall be notified to the Affected Parties in writing, and may at the discretion of the Decision Maker be conveyed to Members and/or the public.
- 6.13 **Time to Appeal:** Subject to clause 6.16, the Appellant must notify UCSA of any appeal against a decision together with written reasons for the appeal no later than 10 Working Days from the receipt of the decision under clause 6.12.
- 6.14 **Right of Appeal:** On receipt of an appeal in accordance with clause 6.13, the Electoral and Disciplinary Appeals Committee must be convened, and shall:
- (a) inform any Affected Parties of the Appellant's decision to appeal within five Working Days of receipt of the appeal; and

- (b) convene to consider the appeal within five Working Days from when the Affected Parties are informed in accordance with clause 6.14(a);
 - (c) make its decision from the options in clause 6.7; and
 - (d) convey the decision of the Electoral and Disciplinary Appeals Committee, and any reasons which may be given (without any obligation to give such reasons) for that decision, to the Affected Parties in writing within five Working Days following consideration of the appeal under clause 6.14(b).
- 6.15 **Electoral and Disciplinary Appeal Committee Decision:** Any decisions of the Electoral and Disciplinary Appeals Committee are final and binding on the Affected Parties and, except as required by law, shall not be subject to any review or challenge.
- 6.16 **Urgent Electoral Appeals Committee:** The Urgent Electoral Appeals Committee must hear and determine any appeal in relation to the disqualification of a candidate during a Campaign Period by the Returning Officer within one Working Day of receiving the appeal and may, as it sees fit, after giving the candidate and the Returning Officer a reasonable opportunity to be heard in the circumstances, and after considering the merits of the case, determine the issue in accordance with clause 6.7.
- 6.17 **Urgent Electoral Appeals Committee Decision Final:** Any decisions of the Urgent Electoral Appeals Committee are final and binding on the Affected Parties and, except as required by law, shall not be subject to any review or challenge.
- 7. **CONSTITUTION**
 - 7.1 **Bound by Constitution:** Members and the Executive are bound to act in accordance with this Constitution and any By-laws or UCSA Policies.
 - 7.2 **Public availability:** The Constitution will be available on the UCSA website and the Register of Incorporated Societies. A copy of the Constitution shall be provided to any Member or to the Vice-Chancellor of the University upon request in writing to UCSA.
 - 7.3 **General amendment power:** The Constitution may be amended in accordance with the following procedure:
 - (a) **Notice to Executive:** Any Member or member of the Executive may give written notice to the Executive of a proposed amendment;
 - (b) **Executive consideration:** The Executive may:
 - (i) resolve by simple majority that the proposed amendment be put to the next possible General Meeting (and may resolve by simple majority to call a General Meeting for this purpose), if the Executive considers the proposed amendment to be an appropriate change which reflects the Objects of the UCSA or increases understanding of the Constitution or otherwise considers it worthy of wider discussion; or
 - (ii) resolve that the proposed amendment be declined, if the Executive does not act under clause 7.3(b)(i) or (iii); or
 - (iii) if the Executive considers that the proposed amendment warrants it, provide the proposed amendment and any explanatory information to the Advisory Board for evaluation and feedback, following which the Executive must make a resolution under clause 7.3(b)(i) or (ii);

- (c) **Resolution of Members:** A proposed amendment put to a duly convened General Meeting will be made if approved by a Special Resolution of Members.
- 7.4 **Minor amendment of constitution:** Notwithstanding clause 7.3, the Executive may amend the Constitution by Special Resolution of the Executive to:
- (a) **Minor amendments:** make minor corrections or amendments to the Constitution, that do not change the effect of the Constitution; or
 - (b) **Comply with law:** make amendments which are necessary or desirable to ensure that the Constitution complies with the law.
- 7.5 **Submission of Constitution to Registrar:** Following any approval of an amendment to the Constitution, the amendment must be delivered to the Registrar in accordance with the Act.
- 7.6 **When amendment takes effect:** An amendment to the Constitution takes effect from the date of registration with the Registrar.
- 7.7 **Interpretation of Constitution:** Except for matters dealt with under clause 6, the Executive may:
- (a) determine all questions and matters of doubt that may arise in respect of the interpretation and application of this Constitution, the By-laws and the UCSA Policies, and its decisions shall be binding on Members (but without limiting the right of Members to make a Complaint that is dealt with under clause 6);
 - (b) bring forward or extend any date or time prescribed in this Constitution, the By-laws or a UCSA Policy as the justice of the case may require; or
 - (c) determine, after consultation with the Advisory Board, that any non-compliance with this Constitution or a By-law shall be deemed to be compliance if:
 - (i) there has been substantial compliance with the relevant provision or provisions;
 - (ii) the breach has not materially affected, and/or will not foreseeably materially affect, the rights or interests of any person or Affiliated Club; and
 - (iii) the breach is not materially adverse to UCSA.
8. **APPOINTMENT AND REMOVAL OF EXECUTIVE**
- 8.1 **Opening Executive:** Notwithstanding any other provisions in this Constitution or in any By-laws:
- (a) the members of the Executive elected or appointed under the constitution of UCSA in force immediately before the adoption of this Constitution (**Opening Executive**) shall remain in office until removed or replaced in accordance with this clause 8;
 - (b) references to the "Executive" or to a member of the Executive in this clause 8 shall be deemed to include each member of the Opening Executive if the context requires;
 - (c) the number of persons on the Executive shall be permitted to be the number of the Opening Executive;
 - (d) schedules 2 and 4 (**Electoral Provisions**) of the constitution in force immediately prior to the adoption of this Constitution (**Old Constitution**) and the definitions and interpretation provisions and such other provisions of the Old Constitution as are

necessary for the proper operation of the Electoral Provisions, shall be deemed to be a Bylaw in effect contemporaneously with this Constitution coming into effect and binding on all Members, such Bylaw to be referred to as the **Transitional Electoral Bylaw**;

- (e) the Executive may vary any provision of this Constitution or any Bylaw (including the Transitional Electoral Bylaw) by ordinary resolution of the Executive, in such manner as it considers is reasonably required to address any transitional issues in moving from the Old Constitution to this Constitution.

8.2 **Composition:** The Executive will consist of eight to fourteen Qualified persons, as follows:

- (a) **Elected members:** The following elected members:
 - (i) President;
 - (ii) Vice-President – Engagement;
 - (iii) Vice-President – Academic;
 - (iv) Post Graduate Representative;
 - (v) Equity Representative;
 - (vi) International Representative;
 - (vii) Pacific Representative;
 - (viii) Up to seven General Representatives.
- (b) **Standing position:** The President for the time being of Te Akatoki Māori Students' Association or their delegated appointee notified to the Executive in writing prior to the commencement of their term on the Executive (and as removed or replaced from time to time by notice in writing to the Executive);
- (c) **Casual vacancies:** persons appointed in accordance with clause 8.7(c) or clause 8.8.

8.3 **Election process:** The elected members of the Executive shall be elected annually, in the year prior to their taking office, in accordance with the Election Process, by Members and other Entitled Persons.

8.4 **Term of office:** The term of office of each elected member of the Executive is 1 January to 31 December of the year following their election. The term of office of an appointed member of the Executive is from the date specified for their appointment (or if no such date is specified, the date on which the appointment is made) until 31 December of the year in which they serve on the Executive (noting that the position referred to in clause 8.2(b) will be automatically reappointed each 1 January).

8.5 **Incoming President:** In that period between their election and the taking of office under clause 8.4, if the President-elect is not a member of the Executive, then they will be entitled to be treated as if they were a member of the Executive except that they shall not be entitled to vote and will not form part of the quorum or receive a honorarium.

8.6 **Transition:** Following an election, the current Executive shall liaise and cooperate with the Executive-elect to limit any difficulties during the transition from one Executive to the next, including (without limitation):

- (a) **Financial:** providing information about the current and projected financial position of UCSA;
- (b) **Annual plan:** providing information about the current annual plan and management priorities;
- (c) **Consultation:** consulting with the Executive-elect on the setting of the annual plan for UCSA for the year in which the Executive-elect will be the Executive, including the setting of the budget for that year.

8.7 **Executive vacancy:** In the event that a member of the Executive vacates office during their term, through resignation, removal or otherwise, the position will be filled in the following manner:

- (a) **Presidential vacancy:** in the event of the office of President becoming vacant:
 - (i) the Vice-President – Engagement shall immediately fill the position as Acting President; or
 - (ii) if the office of Vice-President – Engagement is also vacant, the Vice-President – Academic shall immediately fill the position as Acting President; or
 - (iii) if the office of Vice-President – Academic is also vacant, the remaining members of the Executive shall appoint from amongst their members an Acting President,until such time as a new President is elected in accordance with the By-election Process;
- (b) **Vice-President – Engagement vacancy:** in the event of the office of Vice-President – Engagement becoming vacant:
 - (i) the Vice-President – Academic shall immediately fill the position as Acting Vice-President – Engagement; or
 - (ii) if the office of Vice-President – Academic is also vacant, the remaining members of the Executive shall appoint from amongst their members an Acting Vice-President – Engagement,until such time as a new Vice-President – Engagement is elected in accordance with the By-election Process;
- (c) **Vice-President – Academic vacancy:** in the event of the office of Vice-President – Academic becoming vacant, the remaining members of the Executive shall appoint from amongst their members an Acting Vice-President – Academic, until such time as a new Vice-President – Academic is elected in accordance with the By-election Process;
- (d) **Other Executive offices:** for any other vacancies, the remaining Executive members may co-opt a fellow Executive member into the position (where multiple offices can reasonably be run concurrently and a member has the appropriate expertise), appoint a new Executive member, or call for a by-election to elect a new Executive member in accordance with the By-election Process. If the vacancy is due to there being insufficient candidates nominated for any Executive position during an Election Process, the vacancy shall be filled by giving first preference to any persons standing for other categories of Executive position but not elected (provided they are Qualified for the relevant Executive position); and

- (e) **Entire Executive:** in the event of the entire Executive being removed from office in one meeting called under clause 8.10, the entire Executive shall be appointed as the Acting Executive, and must immediately call a by-election in accordance with the By-election Process, following which the Acting Executive shall be replaced by the newly elected Executive. The Acting Executive's powers shall be limited to those strictly necessary for the ongoing day-to-day operations of UCSA, summoning a Special Meeting (if desirable) and the holding of a by-election.
- 8.8 **No by-election for short terms:** Notwithstanding clauses 8.7(a) to 8.7(c), if any vacancy in an office of the Executive occurs within five months of the end of a calendar year (other than under clause 8.7(d)), no by-election shall be required, and instead, the remaining Executive Members may appoint a replacement to serve in the vacant position for the remainder of that Executive's term.
- 8.9 **Term of office:** A member of the Executive shall be deemed to vacate their office immediately upon:
 - (a) **Expiry:** their term of office expiring in accordance with clause 8.4;
 - (b) **Removal:** their being removed as a member of the Executive in accordance with clause 8.10;
 - (c) **Vacation of office:** the member resigning, dying or becoming Incapacitated;
 - (d) **Unqualified:** the member ceasing to be Qualified; or
 - (e) **Absence from meetings:** the Executive resolving to remove the person from office following the member having been absent without permission of the Executive from two meetings of the Executive.
- 8.10 **Removal from office:** The Executive, or any member of the Executive, shall be removed from office immediately upon the passing of a Special Resolution of Members and Entitled Persons for that to occur, at a Special Meeting called for that purpose and at which the member or members of the Executive proposed to be removed have been given the right to answer all charges and to speak last on such resolution and for a period of up to 15 minutes without interruption from the floor. For the avoidance of doubt, a Special Resolution for removal of a member of the Executive from office cannot be put to the Annual General Meeting or the Half-Annual General Meeting.
- 8.11 **Return property:** Within 10 Working Days of ceasing to hold office, a former member of the Executive must return to the UCSA all papers or other property of UCSA, and must destroy all electronic records possessed by the person in their capacity as Executive member.
- 9. **EXECUTIVE, ROLES, POWERS AND PROCEDURES**
 - 9.1 **Governance:** The operation and affairs of UCSA will be governed by the Executive.
 - 9.2 **Powers:** The Executive has the power to exercise any and/or all of the powers of UCSA other than those required to be exercised by the Members at a General Meeting.
 - 9.3 **Major transactions:** Any transaction involving in value more than 20% of UCSA assets at the last balance date shall require approval from the Executive, following the Executive seeking and considering recommendations from the Advisory Board
 - 9.4 **By-laws:** The Executive may from time to time make, and may amend or repeal, such By-laws as it considers appropriate for regulating the affairs of UCSA, in each case by resolution of the Executive. By-laws are binding on a Member once Published. New Members are deemed to have notice of all By-laws in existence at the date of becoming a Member.

9.5 **Policies:** UCSA Policies should be treated in the following manner:

- (a) **External Policies:** Without limiting the powers of the Executive to govern the operation of UCSA and determine external policy matters as may be required from time to time, Members may, by Ordinary Resolution, at a General Meeting duly called, make, amend and repeal UCSA Policies regarding the position of UCSA on all matters external to UCSA. Such UCSA Policies shall provide guidance for UCSA and the Executive but are not binding on them;
- (b) **Internal Policies:** The Chief Executive may make, amend and repeal UCSA Policies regarding the position of UCSA on all matters relating to the internal operations and administration of UCSA, provided that the Executive may by Special Resolution make, amend and repeal such policies;
- (c) **Governance Policies:** The Executive may make, amend and repeal UCSA policies on any matter of governance in accordance with clause 9.6;
- (d) **Old Policies:** a policy of UCSA in existence at the date this Constitution is adopted will be deemed to continue as a UCSA Policy, and will be categorised as external, internal or governance, by the Chief Executive.

The Executive's decision on which category a UCSA Policy falls into shall be final and binding, even if this overrules the categorisation by any person above.

9.6 **Governance Policy Publication and Review Period:** Any policy made, amended or repealed by the Executive is subject to a publication and review period where any new, amended or repealed governance policy must be Published for a period of 10 Working Days, and during which any Member, member of the Executive, or Affiliated Club may give written notice to UCSA calling for a review of the relevant UCSA Policy. If no such notice is received by the end of the period, the governance policy will take effect on its terms. On receipt of any such notice, the Executive must propose, by Ordinary Resolution, at a General Meeting duly called, to affirm, amend or repeal the governance policy that is the subject of the notice, and the Ordinary Resolution will be binding on the Executive and must be implemented on its terms.

9.7 **Policy Breach:** When a member of the Executive becomes aware of any breach of an external or governance UCSA Policy, the member must bring the breach to the attention of the Executive or, at the sole discretion of the Executive, the next General Meeting.

9.8 **Proceedings of and positions on the Executive:** The applicable By-laws govern proceedings of the Executive. Other than as prescribed in this Constitution or the applicable By-laws, the Executive may regulate its proceedings as it sees fit.

9.9 **Executive quorum:** The quorum for the Executive may be set in By-laws but shall not be less than half of the members of the Executive. The 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 necessary for a quorum, the Executive members or member may act only for the purpose of increasing the number of Executive members to the number necessary for a quorum as their priority as soon as possible and may also act or for the purpose of summoning a Special Meeting or as is otherwise strictly necessary for the ongoing day-to-day operations of UCSA.

9.10 **Role of the President:** The President shall:

- (a) lead and represent the Executive and the UCSA;
- (b) commit to helping the UCSA achieve its objects;
- (c) chair Executive and General or Special Meetings;

- (d) act as the Council Student Member;
 - (e) provide a report on the operation of UCSA at each General Meeting; and
 - (f) exercise any other powers of the President as set out in this Constitution.
- 9.11 **Role of the Vice-President – Engagement:** The Vice-President – Engagement shall:
- (a) assist and support the President in carrying out the Presidential duties and functions;
 - (b) act as and assume the powers of the President in their absence;
 - (c) lead efforts to engage Students in order to ensure continued UCSA relevance; and
 - (d) exercise any other powers of the Vice-President – Engagement set out in this Constitution.
- 9.12 **Role of the Vice-President – Academic:** The Vice-President – Academic shall:
- (a) lead efforts to engage Student Academic Representation;
 - (b) exercise any other powers of the Vice-President – Academic set out in this Constitution; and
 - (c) act as and assume the powers of the President when both the President and Vice President – Engagement are absent at the same time.
- 9.13 **Role of the Post-Graduate Representative:** The Post-Graduate Representative shall be a Post-Graduate Student and shall represent the interests of the Student Members who are also defined as Post-Graduate Students by the University of Canterbury General Regulations as updated from time to time by the University of Canterbury.
- 9.14 **Role of International Representative:** The International Representative shall be an International Student and shall represent the interests of the Student Members who are also defined as International Students by the University of Canterbury General Regulations as updated from time to time by the University of Canterbury.
- 9.15 **Role of Equity Representative:** The Equity Representative shall represent and promote diversity and inclusiveness among, and the cultural interests of, the Student Members.
- 9.16 **Role of the Pacific Representative:** The Pacific Representative shall be a Pacific Student and shall represent the interests of Pacific Students generally.
- 9.17 **Role of the General Representatives:** The General Representatives shall represent the general interests of the Student Members.
- 9.18 **Role of the President of Te Akatoki Māori Students' Association or Delegate:** The President of Te Akatoki Māori Student's Association or their delegate shall represent the interests of Māori students generally.
- 9.19 **Contact Officer:** If a Contact Officer is required by law, or the Executive resolves that UCSA should have a Contact Officer, the Contact Officer shall be the Chief Executive, if permitted by law, or otherwise shall be the Vice-President – Engagement (provided that if the Vice-President – Engagement does not meet any qualifying criteria required by law for the role of Contact Officer, the Contact Officer will be such other qualifying member of the Executive appointed by the President).

- 9.20 **Role of the Contact Officer:** The Contact Officer (if any) shall be responsible for communications with the Registrar.
- 9.21 **Remuneration of Executive:** Each member of the Executive is required to comply with UCSA's standard terms and conditions of engagement for Executive members in the relevant position (subject to this Constitution) and shall be entitled to such fees or other remuneration for their services as is reasonable having regard to their duties and responsibilities, set from time to time by the Executive in consultation with the Advisory Board, provided that:
- (a) the President's role shall be a full-time position;
 - (b) the Vice-President – Engagement and Vice-President – Academic's roles shall each be part-time positions of approximately 20 hours per week;
 - (c) the Postgraduate Representative's role shall be a part-time position of approximately 20 hours per week;
 - (d) the members of the Executive other than those specified above shall each be part-time positions of approximately 10 hours per week; and
 - (e) all positions other than that of the President may vary in hours from the above at the discretion of the Executive (acting as a board).
- 9.22 **Expenses:** Members of the Executive shall, in addition to the remuneration payable under clause 9.19, be reimbursed for reasonable expenses incurred on behalf of UCSA and authorised by the Executive. Any claim must be accompanied by documentation explaining the expense and must be recorded by the Vice-President – Engagement.
- 9.23 **Remuneration of President-elect:** The President-elect shall in any year, as reasonably close to the following calendar year as possible, be paid such amount determined by the Executive as reasonable compensation for their time spent in any training or official business of UCSA, such amount being set having regard to the pro-rate equivalent of any remuneration payable to the President, for no longer than a four week period, provided that they carry out their duties to the satisfaction of the Executive.
- 9.24 **Remuneration of Vice-President – Engagement-elect:** The Vice-President – Engagement-elect shall in any year, as reasonably close to the following calendar year as possible, be paid such amount determined by the Executive as reasonable compensation for their time spent in any training or official business of UCSA, such amount being set have regard to the pro-rate equivalent of any remuneration payable to the Vice-President – Engagement, for no more than 37.5 hours, provided that they carry out their duties to the satisfaction of the Executive.
- 9.25 **Remuneration of Vice-President – Academic-elect:** The Vice-President – Academic-elect shall in any year, as reasonably close to the following calendar year as possible, be paid such amount determined by the Executive as reasonable compensation for their time spent in any training or official business of UCSA, such amount being set have regard to the pro-rate equivalent of any remuneration payable to the Vice-President – Academic, for no more than 37.5 hours, provided that they carry out their duties to the satisfaction of the Executive.
- 9.26 **Resolutions binding:** All resolutions of the Executive and all acts done by it will be binding on the members of the Executive whether present at any relevant meeting or not, and upon all the property and assets of UCSA unless overruled by a subsequent resolution of the Executive, an Ordinary Resolution of a General Meeting or contrary to this Constitution.
- 9.27 **Saving:** No act or proceeding of the Executive, member of the Executive, or any delegates or committees of them, shall be invalidated in consequence of there being a vacancy in the number of the members of the Executive or committee at the time of the act or proceeding, or of the subsequent discovery that there was some defect in the appointment or election of any person so acting, or that they were incapable of being or had ceased to be such a member.

- 9.28 **Grants:** The Executive may, at its sole discretion, authorise grants by UCSA to Members, imposing such conditions and requiring such information as it sees fits; provided that grants to Affiliated Clubs are made in accordance with clause 13.7.

10. MEETINGS OF MEMBERS

- 10.1 **General:** UCSA will hold General Meetings from time to time in accordance with this Rule 10. A General Meeting will be either:
- (a) an Annual General Meeting;
 - (b) a Half-Annual General Meeting; or
 - (c) a Special Meeting.
- 10.2 **Resolutions binding:** Subject to this Constitution, all resolutions of General Meetings shall be binding on UCSA.
- 10.3 **Notice:** Notice of the time, date and place of a General Meeting must be Published not less than 10 Working Days before the meeting. The time, date and place should be selected with reasonable regard to convenience of Members generally. The notice must state:
- (a) the nature of the business to be transacted at the meeting in sufficient detail to enable a Member to form a reasoned judgment in relation to it; and
 - (b) the text of any Special Resolution to be submitted to the meeting.
- 10.4 **Annual General Meeting:** The Executive will arrange for an Annual General Meeting to be held each year at a time, date and place that it determines, but as soon as practicable after the preparation and audit of the financial statements for the previous Financial Year, and no later than the end of the third week of the second University term (or such other date resolved by the Executive, if circumstances do not reasonably permit the holding of the Annual General Meeting by that deadline).
- 10.5 **Business at Annual General Meeting:** The Annual General Meeting shall consider the following business only:
- (a) receiving the annual audited financial statements of UCSA (which must be Published at least 48 hours prior to the commencement of the Annual General Meeting);
 - (b) the report of the President of the preceding year on the activities of UCSA in that year;
 - (c) appointment of the auditor for UCSA;
 - (d) notices of disclosures of interests of Executive members; and
 - (e) any other business for which notice has been given under clause 10.3.
- 10.6 **Half-Annual General Meeting:** The Executive will arrange for a Half-Annual General Meeting to be held each year at a time, date and place that it determines, but no later than the end of the third week of the third University term (or such other date resolved by the Executive, if circumstances do not reasonably permit the holding of the Half-Annual General Meeting by that deadline).

- 10.7 **Business at Half-Annual General Meeting:** The Half-Annual General Meeting shall consider the following business only:
- (a) the report of the current President on the activities of UCSA in the current year;
 - (b) any business outstanding from the Annual General Meeting;
 - (c) any other business for which notice has been given under clause 10.3.
- 10.8 **Special Meetings:** The Executive may, from time to time, call a Special Meeting, and will do so following receipt of a Member Requisition. A Special Meeting shall be held at a time, date and place determined by the Executive, but, in the case of a Special Meeting to be called as a result of a Member Requisition, no later than 15 Working Days following the date of receipt of the Member Requisition.
- 10.9 **Failure to call Special Meeting:** If the Executive fails to give notice under clause 10.3 of a Special Meeting required as a result of a Member Requisition in time to meet the deadline in clause 10.8, any Member who signed the Member Requisition may give notice of the Special Meeting in accordance with clause 10.3 but instead of Publishing the notice, must notify Members by another means of communication which ensures that all Members reasonably have the ability to be aware of the Special Meeting. If more than one such Member gives notice, the first in time shall prevail.
- 10.10 **Business at Special Meeting:** A Special Meeting shall consider only the business for which notice has been given under clause 10.3 (as modified by clause 10.9 if relevant), with the exception that a Special Meeting called following receipt of a Member Requisition shall only consider business of the types described in clause 10.5 and for which the requisite notice has been given. If an item of business is not resolved upon at the Special Meeting for which it has been notified, then (subject to clause 10.15(c)), it shall be deemed to have lapsed, and shall not be placed before a subsequent General Meeting unless submitted anew.
- 10.11 **Chair:** All General Meetings shall be chaired by the President or in their absence, the Vice-President – Engagement or in the absence of both of them, by some other Executive member elected for the purpose by the meeting, and any such chairperson shall have a deliberative and a casting vote.
- 10.12 **Quorum:** No business will be transacted at any General Meeting unless a quorum is present at that meeting. Subject to Rules 10.13, 10.14 and 10.15, the quorum will be 120 Members entitled to vote on the item of business for which notice has been given under clause 10.3 either present in person or represented by a proxy appointed in accordance with the By-laws. To avoid doubt, a Member participating in a meeting by means of audio, audio and visual, or electronic communication as approved by the Executive is present at the meeting and part of the quorum.
- 10.13 **Member Requisition Quorum:** The quorum for a Special Meeting called following receipt of a Member Requisition will be the Member Requisition Threshold of Members entitled to vote on the item of business for which notice has been given under clause 10.3 present in person or represented by a proxy appointed in accordance with the By-laws.
- 10.14 **Reduced Quorum:** The quorum for consideration of the following is 60 Student Members:
- (a) receiving the annual financial statements; and
 - (b) receiving the annual report of the President of the preceding year; and
 - (b) appointment of the auditor.
- 10.15 **Adjournment:**

- (a) **Special Meeting called by Members:** If a quorum is not present within 30 minutes after from the time appointed for the holding of a Special Meeting convened upon the request of Members, the meeting will be dissolved.
 - (b) **Other General Meetings:** In the case of any other General Meeting, if a quorum is not present within 30 minutes after the time appointed for the holding of the meeting, the meeting will stand adjourned to a time and place that the Executive may determine at its sole discretion. If at such an adjourned meeting a quorum is not present within 30 minutes after the time appointed for holding the adjourned meeting, the Members present will constitute a quorum.
 - (c) **Loss of quorum during meeting:** If a General Meeting with business still to conduct closes due to loss of quorum, the meeting will stand adjourned to a time and place that the Executive may determine at its sole discretion. If at such an adjourned meeting a quorum is not present within 30 minutes after the time appointed for holding the adjourned meeting, the Members present will constitute a quorum.
- 10.16 **Adjourned Meetings:** No business, other than that business which might have been transacted at the General Meeting from which the adjournment took place, will be transacted at any adjourned General Meeting. The Executive is not required to arrange for notice of an adjourned General Meeting to be given to Members.
- 10.17 **Failure to Give Notice:** The accidental omission to give notice of any General Meeting, or the non-receipt of such notice, by any Member will not invalidate the proceedings at that General Meeting.
- 10.18 **Irregularity of Notice of Meeting:** No irregularity in the notice of a General Meeting will invalidate the General Meeting or any business transacted at that General Meeting.
- 10.19 **Meeting Irregularity:** Any irregularity in the conduct or procedure of a General Meeting is waived if the number of Members constituting a quorum is present and all those Members agree to the waiver.
- 10.20 **Passing of resolutions:** Each Member is entitled to one vote on any resolution at a General Meeting. A motion before a General Meeting is passed by the greater of:
- (a) a simple majority of those Members present and voting, or if a Special Resolution is required for the motion, a Special Resolution;
 - (b) a number of votes equivalent to or greater than the quorum required for the motion,
- except that the passing of a procedural (non-substantive) motion only requires a simple majority of those Members present and voting.
- 10.21 **Method of Holding Meeting and Voting:** Except as provided in this Constitution, General Meetings will be held and voting will take place in accordance with the process set out in any applicable By-laws from time to time, or to the extent that there is no such process, the process determined by the Executive from time to time.
- 10.22 **Minutes to be Kept:** The Executive must ensure that minutes are kept of all proceedings at a General Meeting.
- 10.23 **Minutes Prima Facie Evidence:** Minutes which have been signed correct by the chairperson of the meeting are prima facie evidence of the proceedings.

11. SPECIAL BODIES

- 11.1 **Standing Bodies:** The Executive must ensure that the following special committees are in place:

- (a) the Advisory Board;
 - (b) the Chief Executive Employment Committee;
 - (c) the Executive Discipline and Electoral Committee;
 - (d) the General Disciplinary Committee;
 - (e) the Electoral and Disciplinary Appeals Committee; and
 - (f) the Urgent Electoral Appeals Committee.
- 11.2 **Other Bodies:** The Executive may establish such other committees as it considers appropriate from time to time. Committees may consist of members and/or non-members of the Executive, and committee members may be removed by resolution of the Executive or as otherwise provided by the Executive on the establishment of the committee. Any such committee may be disbanded upon resolution of the Executive, or as otherwise provided by the Executive on the establishment of the committee.
- 11.3 **Delegation:** The Executive may delegate any business to any committee on such terms and conditions as the Executive determines, either generally or for specific purposes or time, and as to the full powers or part of the powers of the Executive, and may withdraw these delegations when it sees fit, provided that:
- (a) all such delegated powers must be recorded in a resolution in the minutes of the Executive (except to the extent already provided for in this Constitution or in a UCSA Policy);
 - (b) the minutes must record all the details of such delegation, including to whom the power or powers are delegated, for what purpose and for how long; and
 - (c) such delegations must not be contrary to this Constitution or applicable laws.
- 11.4 **Oversight of delegates:** Subject to the express provisions of this Constitution and resolutions at General Meetings and the law, the Executive shall oversee all officers, committees and delegates and may direct such officers, committees and delegates regarding the performance of their duties and may choose to override such officers, committees or delegates and perform their duties or functions as it sees fit. For the avoidance of doubt, the Executive will not override any decisions of the Decision Maker and the Electoral and Disciplinary Appeals Committee.
- 11.5 **Role of Advisory Board:** The role of the Advisory Board is to advise the Executive on all UCSA activities. The Executive must take into account the advice and recommendations of the Advisory Board from time to time, but is not bound by it.
- 11.6 **Members of Advisory Board:** The Advisory Board shall consist of:
- (a) the President (who will chair any meetings they attend);
 - (b) the Vice-President – Engagement (who will chair meetings in the absence of the President);
 - (c) the Vice-President – Academic;
 - (d) up to three external members with relevant commercial experience, appointed or removed by the Executive from time to time; and
 - (e) up to three external members with relevant charitable and not-for-profit experience, appointed or removed by the Executive from time to time.

- 11.7 **Advisory Board meetings:** The Executive must arrange for the Advisory Board to meet on a generally monthly basis, a minimum of nine times a year, and for the Chief Executive to attend, report and inform Advisory Board meetings, if reasonably possible.
- 11.8 **Report to the Executive:** Each meeting of the Executive next following a meeting of the Advisory Board shall be provided with:
- (a) the Chief Executive's report to the Advisory Board;
 - (b) minutes of the Advisory Board meeting; and
 - (c) any recommendations of the Advisory Board.
- 11.9 **Role of the Chief Executive Employment Committee:** The role of Chief Executive Employment Committee is to employ, monitor the performance of and, if necessary, remove the Chief Executive.
- 11.10 **Members of the Chief Executive Employment Committee:** The Chief Executive Employment Committee will consist of:
- (a) the President; and
 - (b) two external members of the Advisory Board appointed from time to time by the Advisory Board.
- 11.11 **Report to the Executive:** The Chief Executive Employment Committee will report to the Executive as it sees fit, and when required by the Executive.
- 11.12 **Role of Executive Discipline and Electoral Committee:** The role of the Electoral and Disciplinary Committee is to:
- (a) ensure the annual Executive election campaign and election voting runs in accordance with the Election Process;
 - (b) hear and determine Complaints relating to the conduct of a member of the Executive; and
 - (c) hear and determine Complaints and disputes relating to clause 11.12(a).
- 11.13 **Members of the Executive Discipline and Electoral Committee:** The Executive Discipline and Electoral Committee will consist of:
- (a) the Chief Executive; and
 - (b) two members of the Advisory Board appointed from time to time by the Advisory Board.
- 11.14 **Report to the Executive:** The Executive Discipline and Electoral Committee will report to the Executive as it sees fit, and when required by the Executive.
- 11.15 **Role of the General Disciplinary Committee:** The role of the General Disciplinary Committee is to hear and determine any Complaint not relating to:
- (a) the conduct of a member of the Executive; or
 - (b) not the domain of another Decision-Maker as set out in this Constitution.

- 11.16 **Members of the General Disciplinary Committee:** The General Disciplinary Committee will consist of:
- (a) the President (or alternative Executive appointee if the President has a conflict of interest (the existence of a conflict of interest to be determined by the Executive); and
 - (b) two members of the Executive appointed from time to time by the Executive.
- 11.17 **Report to the Executive:** The General Disciplinary Committee will report to the Executive as it sees fit, and when required by the Executive.
- 11.18 **Role of Electoral and Disciplinary Appeals Committee:** The role of the Electoral and Disciplinary Appeals Committee is to hear and determine:
- (a) electoral appeals; and
 - (b) Complaint appeals referred to it under clause 6.14.
- 11.19 **Members of the Electoral and Disciplinary Appeals Committee:** The Electoral Appeals Committee will consist of:
- (a) A Life Member of the Association; and
 - (b) two members of the Advisory Board appointed from time to time by the Advisory Board but who have not previously acted as a Decision Maker in the matter,
- none of whom may be members of the Executive.
- 11.20 **Electoral and Disciplinary Appeals Committee is ad hoc:** The Electoral and Disciplinary Appeals Committee will be formed only after there has been an appeal against a decision of the Executive Discipline and Electoral Committee or an appeal against a decision of the General Disciplinary Committee.
- 11.21 **Report to Executive:** The Electoral and Disciplinary Appeals Committee shall report to the Executive as it sees fit, and when required by the Executive.
- 11.22 **Role of Urgent Electoral Appeals Committee:** The role of the Urgent Electoral Appeals Committee is to expeditiously hear and determine any appeal of the disqualification of a candidate during the Campaign Period by the Returning Officer.
- 11.23 **Members of the Urgent Electoral Appeals Committee:** The Urgent Electoral Appeals Committee will consist of:
- (a) the Chief Executive or their representative appointed in writing; and
 - (b) two members of the Advisory Board appointed from time to time by the Advisory Board,
- none of whom may be members of the Executive.
- 11.24 **Urgent Electoral Appeals Committee is ad hoc:** The Urgent Electoral Appeals Committee will be formed prior to the commencement of a Campaign Period in anticipation of a possible appeal.
- 11.25 **Proceedings:** Except as provided in this Constitution or any By-law, any board or committee established by the Executive may regulate its own proceedings.

11.26 **Remuneration:** Members (other than persons who are members of the Executive) of any board or committee established by the Executive shall be reimbursed for their reasonable expenses in providing their services, and may be remunerated for their services as determined by the Executive from time to time. For the avoidance of doubt, this clause does not prevent members of the Executive from being reimbursed or remunerated under clauses 9.19 to 9.23.

11.27 **Right to attend:** All members of the Executive have the right to attend as observers any meetings of any board or committee of, or responsible to, the Executive.

11.28 **Advice:** Members of any board or committee and any Decision Maker may receive and act on advice from a solicitor before making any determination.

12. PERSONNEL

12.1 **Chief Executive and Staff:** The Executive:

- (a) **Chief Executive:** must appoint a Chief Executive of UCSA, who shall report to and be responsible to the Executive, on such terms and conditions as the Chief Executive Employment Committee sees fit (in its sole discretion) subject to clause 12.2; and
- (b) **Staff:** may from time to time, on the recommendation of the Chief Executive or on its own motion, and on such terms and conditions as the Executive sees fit (in its sole discretion), appoint appropriate staff of UCSA.

12.2 **Stand Down Period:** The Executive must not appoint a Chief Executive or interim-Chief Executive that has served as President or member of the Executive, for a minimum of three years following completion of that person's period of holding that position.

12.3 **Co-Opted Advisor:** If the Executive (in its sole discretion) determines that it requires additional skills, knowledge or expertise, it may, on the recommendation of the Advisory Board, engage additional persons as Co-Opted Advisors on such terms and conditions (including as to remuneration) as the Executive sees fit. Without prejudice to other means of vacating office, a Co-Opted Advisor may be removed from office by the Executive determining (in its sole discretion) that the Co-Opted Advisor is no longer needed and the Executive passing a resolution to remove the Co-opted Advisor. For the avoidance of doubt, no Co-Opted Advisor shall have voting rights (other than as a Member at a General Meeting, if the Co-Opted Advisor is a Member).

13. CLUBS AND SOCIETIES

13.1 **Affiliation:** Clubs or societies with at least 20 members, the majority of whom are Students, may apply to the UCSA for affiliation no later than the end of the first term.

13.2 **Period of Affiliation:** Affiliation is for the calendar year of application, and must be renewed annually.

13.3 **Consideration of Applications:** The Executive shall decide whether to approve any application for affiliation in its sole discretion provided that it has considered:

- (a) any financial or time investment in the club or society made by the UCSA;
- (b) the likelihood of the affiliation with a club or society posing any risk to the UCSA;
- (c) the benefits of the proposed affiliation to the UCSA and its Members; and
- (d) any previous affiliation, if any, of the club or society with the UCSA.

13.4 **Requirements of Affiliation:** It shall be a condition of affiliation that:

- (a) membership of the Affiliated Club is open to all Students (subject to the payment of any reasonable membership fee or levy, applied equitably), unless expressly exempted by the Executive;
 - (b) affiliated Clubs must encourage their members to conduct themselves in general accordance with the objects of the UCSA as provided in clause 3.1, as if those objects referred to the club or society in question. Affiliation may also be subject to such other terms and conditions determined by the Executive from time to time, which shall generally be the same for all Affiliated Clubs, unless the circumstances of a particular club or society reasonably require a special condition;
 - (c) the Affiliated Club obtains the approval of the Executive before undertaking any important engagement or incurring any substantial liability (provided that any such approval is not to be taken as a guarantee by UCSA of the Affiliated Club's obligations or liabilities);
 - (d) the Affiliated Club must, on request, present its financial statements to the Executive for the most recently completed financial year, in the form provided for in a UCSA Policy, or if not so provided, the form specified by the Executive; and
 - (e) the Affiliated Club complies with such other conditions of affiliation set by the Executive from time to time and of which reasonable notice has been given.
- 13.5 **Termination of affiliation:** The Executive may, at its discretion, terminate the affiliation of any Affiliated Club with the UCSA.
- 13.6 **Benefits of affiliation:** Affiliated Clubs will receive the benefits set out in the relevant UCSA Policy from time to time.
- 13.7 **Grants to Affiliated Clubs:** The Executive may, in accordance with any relevant UCSA Policy but otherwise at its absolute discretion, make a grant from UCSA to an Affiliated Club, subject to such conditions as the Executive considers fit and any conditions set out in a relevant UCSA Policy or By-law.
- 14. FINANCIAL**
- 14.1 **Financial year:** The Executive may determine UCSA's Financial Year.
- 14.2 **Financial management:** The Executive must:
- (a) **Financial records:** ensure UCSA maintains written financial records;
 - (b) **Financial statements:** deliver annual financial statements in accordance with the Act; and
 - (c) **Financial affairs:** manage UCSA's financial affairs.
- 14.3 **Audit:** The Executive must ensure that the annual financial statements for UCSA are audited by the Auditor appointed at the most recent Annual General Meeting, or if that Auditor has left office, by an Auditor appointed by the Executive. The Executive must provide the Auditor with:
- (a) access to all information used in preparation of the financial statements;
 - (b) additional information as requested;
 - (c) access to all personnel from who the auditor determines it necessary to obtain evidence; and

- (d) other assistance and information.
- 14.4 **Bank account:** UCSA shall have at least one bank account into which all monies received by UCSA may be paid. All payments to UCSA will be accepted, endorsed and recorded in such manner as the Executive determines from time to time.
- 14.5 **Payments by UCSA:** All payments by UCSA must be authorised by two of the following:
 - (a) the President;
 - (b) the Vice-President – Engagement;
 - (c) the Vice-President – Academic;
 - (d) the Chief Executive; and
 - (e) such other persons duly authorised by the Executive from time to time.

15. CHARITABLE STATUS

- 15.1 **Application of benefits:** Any income, benefit or advantages of any kind whatsoever shall be applied to the charitable purpose and objects of UCSA.
- 15.2 **No personal gain:** No Member or any person associated with a Member shall participate in or materially influence any decision made by UCSA in respect of the payment to or on behalf of that Member or associated person of any income, benefit or advantage of any kind whatsoever.
- 15.3 **Executive benefits:** Any income, benefit or advantage of any kind paid to the President and the Executive shall be reasonable and relative to that which would be paid in an arm's length arrangement, being at market value.
- 15.4 The provision and effect of this clause 15 shall be included and implied in any document replacing this Constitution.

16. COMMON SEAL AND METHOD OF CONTRACTING

- 16.1 **Common Seal:** The Executive will keep a common seal for the use of the UCSA, if required by law for the execution of any documents. The common seal may be replaced from time to time or taken out of use if permitted by law and so determined by the Executive.
- 16.2 **Custody:** The common seal will be in the custody of the Vice-President – Engagement, or such other person or persons as the Executive shall appoint.
- 16.3 **Usage of Common Seal:** The affixation of the common seal to any document must be with the authority of the Executive, or by the authority of a committee consisting of the President, Vice-President – Engagement and one other Executive member acting in accordance with an authority for the purpose conferred on it by the Executive, and be witnessed by either two members of the Executive or a duly authorised attorney of UCSA, in order to be effective.
- 16.4 **Method of contracting:** A contract or other enforceable obligation may be entered into by UCSA as follows:
 - (a) an obligation that, if entered into by a natural person, would, by law, be required to be by deed may be entered into on behalf of UCSA in writing signed under the name of UCSA by affixation of the common seal in accordance with clause 16.3, or if the common seal has been taken out of use in accordance with clause 16.1, by:
 - (i) two or more members of the Executive; or

- (ii) one member of the executive together with another person, authorised by the Executive for that purpose, whose signatures must be witnessed; or
 - (iii) one or more attorneys appointed by UCSA in accordance with law;
- (b) an obligation that, if entered into by a natural person, is, by law, required to be in writing may be entered into on behalf of UCSA in writing by a person acting under UCSA's express or implied authority;
- (c) an obligation that, if entered into by a natural person, is not, by law, required to be in writing may be entered into on behalf of UCSA in writing or orally by a person acting under UCSA's express or implied authority.

17. REGISTERED OFFICE

- 17.1 UCSA's registered office and address for communications shall be at such place as the Executive from time to time determines.

18. WINDING UP

- 18.1 **Process:** UCSA may be wound up under the provisions of the Incorporated Societies Act 1908.
- 18.2 **Surplus Property:** Any funds or property held by the UCSA at the time of winding up, after payment of all costs and debts, shall be distributed to the University on trust for the benefit of Students, to be applied in such manner as the Council of the University in its absolute discretion may see fit.

19. NOTICES

- 19.1 **Service:** Notices must be given in writing. A notice may be served by UCSA on any Executive member or any Member either personally or:
- (a) **Notices to all Members or a class of Members:** Notices for the Membership as a whole, or a class of the Membership as a whole, by Publication;
 - (b) **Fax/email:** by facsimile or email to the facsimile telephone number or email address of such Executive member or Member.
- 19.2 **Service by Post:** A notice sent by post or delivered to a document exchange will be deemed to have been served:
- (a) **In New Zealand:** in the case of a person whose last known address is in New Zealand, at the expiration of 48 hours after the envelope containing the same was duly posted in New Zealand; and
 - (b) **Outside New Zealand:** in the case of a person whose last known address is outside New Zealand, at the expiration of seven days after the envelope was duly posted by fast post in New Zealand.

In proving service by post, it will be sufficient to prove that the envelope containing the notice was properly addressed and posted with all attached postal or delivery charges paid.

- 19.3 **Service by Facsimile:** A notice served by facsimile will be deemed to have been served when sent, unless sent after 5.00 pm or on a day which is not a Working Day, in which case it will be deemed to have been served on the next following Working Day. In proving service by facsimile, it will be sufficient to prove that the document was properly addressed and confirmed as sent by the sending facsimile machine.

- 19.4 **Service by Email:** A notice served by email will be deemed to have been served when sent, unless sent after 5.00 pm or on a day which is not a Working Day, in which case it will be deemed to have been served on the next following Working Day. In proving service by email, it will be sufficient to prove confirmation of delivery to the recipient's email address from the transmitting system.

20. LIABILITY

- 20.1 **Liability of Members/Executive:** For the avoidance of doubt, no Member or member of the Executive will be under any liability in respect of any contract or other obligation made or incurred by UCSA.

- 20.2 **Indemnity:** To the extent permitted by law, every:

- (a) **Proceedings:** Executive member, officer, auditor or agent of UCSA will be indemnified at all times out of the funds and property of UCSA against any costs or expenses incurred by them in their capacity as an Executive member, officer, auditor or agent respectively in defending any proceedings, whether civil or criminal, in which judgment is given in their favour or in which they are acquitted or which is discontinued, or in connection with any application in relation to any such proceedings in which relief under the law is granted to them by the Court; and
- (b) **Contractual and other Liabilities:** Executive member and every other officer and servant of UCSA will be indemnified at all times by UCSA, out of the funds and property of UCSA, against all losses, and all reasonable costs, charges and expenses incurred by them in that capacity in good faith.