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University of Canterbury Students'  
Association Incorporated

Te Rōpū Ākonga o Te Whare Wānanga



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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 the UCSA Policies, unless the context otherwise requires:

**Act** means the Incorporated Societies Act 2022 or any Act which replaces it (including amendments to it from time to time), and any regulations made under the Act or under any Act which replaces it.

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

**Affiliated Club** means any club or society affiliated to the UCSA in accordance with clause 14.

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

**Appellant** means a Complainant or Respondent that wishes to appeal a decision of a Decision Maker.

**Auditor** means a person who is qualified to carry out the audit of the 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 the UCSA under clause 15.5 from time to time;

**By-election Process** means the process for a by-election of members of the Executive as set out in Schedule 2.

**By-law** means any by-law approved by a resolution of the Executive from time to time in accordance with clause 9.5.

**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 the 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.

**Complainant** means a Member, Officer, Affiliated Club or the UCSA who makes a Complaint.

**Complaint** means where a Member, Affiliated Club, Officer or the UCSA makes a complaint pursuant to clause 6.1.

**Constitution** means the rules in this document, 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 Person** means the person, if any, appointed from time to time under clause 9.19.

**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 Respondent/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 Respondent 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 the 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 Schedule 1, clause 6.1, 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 Suitable, another person selected by the Chief Executive, and if the Chief Executive cannot act, the President.

**Deputy Returning Officer** means such persons nominated as a deputy returning officer under Schedule 2. Any reference in Schedule 2 to a Returning Officer shall be deemed to include reference to a Deputy Returning Officer where the reference is to a power or duty delegated to the Deputy Returning Officer.

**Dispute** means where there is a disagreement or conflict and

- (a) it is between—
  - (i) 2 or more Members; or
  - (ii) 1 or more Members and the UCSA; or
  - (iii) 1 or more Members and 1 or more Officers; or
  - (iv) 1 or more Members and 1 or more Affiliated Clubs; or
  - (v) 2 or more Affiliated Clubs; or
  - (vi) 1 or more Affiliated Clubs and 1 or more Officers; or
  - (vii) 1 or more Affiliated Clubs and the UCSA; or
  - (viii) 2 or more Officers;
  - (ix) 1 or more Officers and the UCSA; or
  - (x) 1 or more Members or Officers or Affiliate Clubs and the UCSA; and
- (b) the disagreement or conflict relates to an allegation that—

- (i) a Member, Affiliated Club, or Officer has engaged in misconduct; or
- (ii) a Member, Affiliated Club, or Officer has breached, or is likely to breach, a duty under the Constitution or Bylaws or the Act; or
- (iii) the UCSA has breached, or is likely to breach, a duty under the Constitution or Bylaws or the Act; or
- (iv) a Member's rights or interests as a Member have been damaged or Members' rights or interests generally have been damaged.

**Election** means an election under the Constitution to elect Students to the Executive.

**Election Day(s)** means the day or days as determined by the Returning Officer that voting for the Election is permitted.

**Election Process** means the process for election of members of the Executive set out in Schedule 2, or to the extent that there is no such process, the process determined by the Executive from time to time.

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

**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.

**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, regardless of whether they are Members.

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

**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 the UCSA which is a committee for the purposes of the Act.

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

**Executive-elect** means the members elected to serve as the Executive for the upcoming year, who have not yet started their term.

**Fee** means any fees or levies set by the Executive from time to time in accordance with clause 5.11, including subscription fees, payable by a Member to the UCSA.

**Financial Year** means the financial year ending on 31 December of each year, or such other date determined under clause 15.1.

**Fit and Proper Person** 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 9.17.

**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.

**Interested Member** means a member of the Executive who is interested in a matter for any reason set out in section 62 of the Act.

**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 Schedule 3 and who has not ceased to be a Life Member.

**Matter** means:

- (a) The UCSA's performance of its activities or exercise of its powers; or
- (b) An arrangement, agreement, or contract (a transaction) made or entered into, or proposed to be entered into, by the UCSA.

**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 Schedule 3 of this Constitution, 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 a UCSA Policy.

**Not Suitable** means any person who has a conflict of interest, receives a vote of no confidence by the Executive, is under investigation or is no longer a person of good character and standing at the discretion of the Chief Executive, and if the Chief Executive cannot act, the President.

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

**Officer** means a natural person who is:

- (a) a member of the Executive; or
- (b) occupying a position in the UCSA that allows them to exercise significant influence over the management or administration of the UCSA, being the Chief Executive or their duly authorised delegate.

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

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

**Postgraduate Representative** means a Student enrolled with the University in postgraduate study and who is a Postgraduate Student (as determined by the University) during the year the Student assumes office.

**Postgraduate Student** means a Student who is deemed a postgraduate student in accordance with the University of Canterbury General Regulation.

**President** means the elected president of the Executive.

**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.

**Purposes** means the purposes of the UCSA set out in clause 3.1.

**Qualified** means the person:

- (a) **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;
- (b) **Standing:** is not an undischarged bankrupt or a person prohibited from the management of companies;
- (c) **Fit and Proper:** is otherwise a Fit and Proper Person; and
- (d) **Criteria:** meets any criteria specified for the role held or campaigned for as set out in this Constitution or in By-laws.

**Register of Members** means the register of Members kept under this Constitution as required by section 79 of the Act.

**Registrar** means the Registrar of Incorporated Societies.

**Regulations** means regulations made under the Act, including the Incorporated Societies Regulations 2023.

**Respondent** means a party who is subject to a Complaint.

**Returning Officer** means the officer appointed by the Executive for each election or by-election under Schedule 2 of this Constitution.

**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 clause 5.7 and who has not ceased to be a Student Member.

**Treasurer** means the person responsible for, among other things, overseeing the finances of the UCSA.

**UCSA** means the University of Canterbury Students' Association Incorporated.

**UCSA Policy** means a UCSA policy adopted or amended in accordance with clause 9.6 and:

- (a) which is in writing;
- (b) notice of which has been Published at least five (5) Working Days in advance of its taking effect, together with explanatory information; and
- (c) which is compatible or consistent with this Constitution and is lawful.

**UCSA President's Agreement** means the UCSA's Executive agreement for during the President's term of office.

**UCSA Vice-President – Academic's Agreement** means the UCSA's Executive agreement for during the Vice President – Academic's term of office.

**UCSA Vice-President – Engagement's Agreement** means the UCSA's Executive agreement for during the Vice President – Engagement's term of office.

**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.

**Vice-President – Academic** means means the elected vice-president – academic of the Executive.

**Vice-President – Engagement** means the elected vice-president – engagement of the Executive.



**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 the 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 this Constitution have been inserted for convenience and will not form part of the Constitution 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 registered name of the society is University of Canterbury Students' Association Incorporated.

2.2 The society is also known by its te reo Māori name, Te Rōpū Ākonga o Te Whare Wānanga.

## 3. PURPOSES

3.1 **Purposes:** The UCSA is established and maintained exclusively for charitable purposes (including any purposes ancillary to those charitable purposes), namely:

- (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 the UCSA and Te Akatoki o Te Whare Wānanga o Waitaha (Māori Students' Association) Incorporated;
- (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 the 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 Purposes and/or the legacy of the UCSA.

3.2 **Charitable Purposes:** Any income, benefit, or advantage must be used to advance the charitable purposes of the UCSA.

3.3 **No Financial Gain for Members:** The UCSA must not operate for the purpose of, or with the effect of distributing, any gain, profit, surplus, dividend, or other similar financial benefit to any of its individual Members but the UCSA will not operate for the financial gain of Members simply if the UCSA:

- (a) **Trade:** engages in trade;
- (b) **Incidental Payments:** pays a Member for matters that are incidental to the Purposes of the UCSA, and the Member is a not-for-profit entity;
- (c) **Reimbursement:** reimburses a Member for reasonable expenses legitimately incurred on behalf of the UCSA or while pursuing the UCSA's Purposes;
- (d) **Remuneration:** pays a Member a salary or wages or other payments for services to the UCSA on arm's length terms (being terms reasonable in the circumstances if the parties were connected or related only by the transaction in question, each acting independently, and each acting in its own best interests; or are terms less favourable to the Member than those terms and the payment for services, or other transaction, does not include any share of a gain, profit, or surplus, percentage of revenue, or other reward in connection with any gain, profit, surplus, or revenue of the UCSA); or
- (e) **Incidental Benefits:** provides a Member with incidental benefits (for example, trophies, prizes, or discounts on products or services) in accordance with the Purposes of the UCSA.

## 4. POWERS

4.1 Subject to clause 3.3 and the other provisions of this Constitution, the powers that may be exercised by the UCSA in furtherance of its Purposes are to:

- (a) **Amend:** amend this Constitution and any By-laws or the UCSA Policies in accordance with the procedures in this Constitution, By-laws or the 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 the 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 the 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 Purposes;
- (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 the UCSA;
- (m) **Employment:** employ such persons as may be required for the purpose of carrying out its Purposes;
- (n) **Hold Charges:** take or hold mortgages, liens, and charges to secure payment of any money due to the 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 the 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 the UCSA and allow the Executive or other persons to delegate any other 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 9.28 or clause 14.7;
- (u) **Raise money:** to raise money that supports any Purpose;
- (v) **Join Other Organisations:** subscribe to or become a member of, or affiliate with, any association, society or organisation whose purposes are similar either wholly or

in part to the Purposes or which may further the Purposes in any way, provided that the 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 the 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 the UCSA in furtherance of all or any of the Purposes;
- (x) **Other use of funds:** use any of its funds to pay the costs and expenses of furthering or carrying out its Purposes;
- (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 Purposes and the exercise of the powers of the 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 **Minimum number of members:** The UCSA shall maintain the minimum number of Members required by the Act.

5.2 **Members:** The Members of the UCSA shall be such persons as the Executive admits to membership from time to time and who have not ceased to be Members. Every person admitted to membership is deemed to have agreed to be bound by the Constitution and the By-laws from time to time in force.

5.3 **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.

5.4 **Membership Criteria:** A person must comply with the Membership Criteria for different categories of membership set out in Schedule 3.

5.5 **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.

5.6 **Consent to being a Member:** Every applicant for membership must consent to becoming a Member. Submitting an application to become a Member in accordance with clause 5.5 and Schedule 3 shall be deemed to constitute consent to becoming a Member.

5.7 **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.
- 5.8 **No reasons required:** The Executive is not required to give any reason for determining not to admit an applicant to membership.
- 5.9 **Cessation of membership:** A Member will cease to be a Member if any of the following occurs:
- (a) **Notice of Resignation:** the Member notifies the 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 the 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 the 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) **No Longer Enrolled:** the Member ceases to be an enrolled student at the University in the case of Student Members; or
  - (f) **Incapacity:** the Member dies or is Incapacitated.
- 5.10 **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 the UCSA, and if notified by the UCSA to do so, must return to the UCSA all proprietary material produced by the UCSA.
- 5.11 **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.
- 5.12 **Time for Payment:** Members must pay the Fees set by the Executive (if any) by the due date set by the Executive.
- 5.13 **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 the UCSA will become immediately due and payable.
- 5.14 **Register of Members:** The UCSA shall keep an up-to-date Register of Members.

- 5.15 **Information in the Register:** For each current Member, the information contained in the Register of Members shall include:
- (a) Their name;
  - (b) The date they became a Member (if there is no record of the date they joined, this date will be recorded as "Unknown");
  - (c) Their student identification number; and
  - (d) Their contact details, including their email address.
- 5.16 **Updating Register:** Members must inform the UCSA of any changes to their contact details for the Register of Members. The UCSA must then update the Register of Members as soon as practicable.
- 5.17 **Record of former Members:** The UCSA shall also keep a record of former Members. For each Member who ceased to be a Member within the previous seven years, the UCSA will record:
- (a) The former Member's name; and
  - (b) The date the former Member ceased to be a Member.
- 5.18 **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.
- 5.19 **Access to Information for Members:** A Member may at any time make a written request to the President for information held by the UCSA. The request must specify the information sought in sufficient detail to enable the information to be identified.
- (a) The UCSA must, within a reasonable time after receiving a request:
    - (i) provide the information;
    - (ii) agree to provide the information within a specified period;
    - (iii) agree to provide the information within a specified period if the Member pays a reasonable charge to the UCSA (which must be specified and explained) to meet the cost of providing the information; or
    - (iv) refuse to provide the information, specifying the reasons for the refusal.
  - (b) Without limiting the reasons for which the UCSA may refuse to provide the information, the UCSA may refuse to provide the information if:
    - (i) withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons;
    - (ii) the disclosure of the information would, or would be likely to, prejudice the commercial position of the UCSA or of any of its Members;

- (iii) the disclosure of the information would, or would be likely to, prejudice the financial or commercial position of any other person, whether or not that person supplied the information to the UCSA;
  - (iv) the information is not relevant to the operation or affairs of the UCSA;
  - (v) withholding the information is necessary to maintain legal professional privilege;
  - (vi) the disclosure of the information would, or would be likely to, breach an enactment;
  - (vii) the burden to the UCSA in responding to the request is substantially disproportionate to any benefit that the Member (or any other person) will or may receive from the disclosure of the information;
  - (viii) the request for the information is frivolous or vexatious; or
  - (ix) the request seeks information about a Dispute or Complaint which is or has been the subject of the procedures for resolving such matters under this Constitution and the Act.
- (c) If the UCSA requires the Member to pay a charge for the information, the Member may withdraw the request, and must be treated as having done so, unless within ten (10) Working Days after receiving notification of the charge, the Member informs the UCSA:
- (i) that the Member will pay the charge; or
  - (ii) that the Member considers the charge to be unreasonable.
- (d) Nothing in this clause limits Information Privacy Principle 6 of the Privacy Act 2020 relating to access to personal information.

5.20 **Obligations and rights of Members:** The obligations and rights of Members include, but are not limited to:

- (a) All Members (and members of the Executive) shall promote the interests and the objectives of the UCSA and shall do nothing intentionally to bring the UCSA and its Members into disrepute;
- (b) Members shall have the rights, privileges and responsibilities set out in this Constitution;
- (c) Membership does not confer on any Member any right, title, or interest (legal or equitable) in the property of the UCSA;
- (d) Every Member shall provide the UCSA in writing (or consents to that information being provided by the University) with that Member's name and contact details (namely physical or email address and a telephone number) and promptly advise the UCSA in writing of any changes to those details; and
- (e) The Executive may decide what access or use Members may have of or to any premises, facilities, equipment or other property owned, occupied or otherwise used by the UCSA, and to participate in the UCSA activities, including any conditions of and fees for such access, use or involvement.

## 6. DISPUTE RESOLUTION

6.1 **How a Complaint is made:** A Complaint can be made in any of the following ways:

- (a) A Member, Officer, or Affiliated Club, may make a Complaint by giving to the UCSA (through the Executive or a complaints subcommittee) a notice in writing that:
  - (i) states that the Member, Officer or Affiliated Club is starting a procedure for resolving a Dispute in accordance with the Constitution;
  - (ii) sets out all material particulars of the allegation to which the Dispute relates and whom the allegation is against; and
  - (iii) sets out any other information reasonably required by the UCSA.
- (b) The UCSA may make a Complaint involving an allegation against a Member, Officer, or Affiliated Club by giving to the Member, Officer, or Affiliated Club a notice in writing that:
  - (i) states that the UCSA is starting a procedure for resolving a Dispute in accordance with the Constitution; and
  - (ii) sets out all material particulars of the allegation to which the Dispute relates.
- (c) The information given under clause 6.1 (a) or 6.1 (b) 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 that person to prepare a response.
- (d) A Complaint may be made in any other reasonable manner permitted by the Constitution.

6.2 **Consideration of Complaint:** The process for consideration of a Complaint is set out in Schedule 1 of this Constitution.

6.3 **Urgent Measures:** Nothing in this clause 6 or Schedule 1 of this Constitution prevents the UCSA carrying out urgent measures to prevent harm to individuals or property, including issuing trespass orders or removal from a UCSA event. A Member may seek to review any action taken under this clause by the UCSA by making a Complaint in accordance with the procedures outlined in this Constitution within 5 Working Days of the measure otherwise the measure shall be deemed to have been accepted by the Member.

## 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 the UCSA Policies.

7.2 **Constitution subject to Act and Regulations:** Nothing in this Constitution authorises the UCSA to do anything which contravenes or is inconsistent with the Act, the Regulations, or any other legislation.

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) After considering that the proposed amendment to be an appropriate change which reflects the Purposes of the UCSA or increases understanding of the Constitution or otherwise considers it worthy of wider discussion, 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); or
  - (ii) provide the proposed amendment and any explanatory information to the Advisory Board for evaluation and feedback to the Executive as part of the Executive's consideration); or
  - (iii) resolve that the proposed amendment be declined.
- (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.
- (d) **Resolution passed in lieu:** A proposed amendment cannot be approved by a resolution passed in lieu of a meeting.

#### 7.4 **Minor or Technical Amendment of Constitution:**

- (a) Notwithstanding clause 7.3, the Executive may amend the Constitution by Special Resolution of the Executive if the amendment:
  - (i) has no more than a minor effect; or
  - (ii) corrects errors or makes similar technical alterations.
- (b) The Executive must, in accordance with the Constitution, ensure that written notice of the amendment is sent to every Member of the UCSA.
- (c) The notice must state:
  - (i) the text of the amendment; and
  - (ii) the right of the Member to object to the amendment.
- (d) If no objection from a Member is received within twenty (20) Working Days after the date on which the notice is sent, the Executive may make the amendment. However, if such an objection is received, the UCSA may not make the amendment under this clause.

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 **Submission of Constitution to Charities Service:** Following any approval of an amendment of the Constitution, the amendment shall also be notified to Charities Services as required by section 40 of the Charities Act 2005.

7.7 **When amendment takes effect:** An amendment to the Constitution takes effect from the date of registration with the Registrar.

7.8 **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 the 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 the 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) Electoral provisions (**Electoral Provisions**) of the constitution (**Old Constitution**) in force immediately prior to the adoption of this Constitution and the definition 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 By Law.

### **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 o Te Whare Wānanga o Waitaha (Māori Students' Association) Incorporated 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(d) 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 in Schedule 2 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 an 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 the UCSA;
  - (b) **Annual plan:** providing information about the current annual plan and management priorities; and
  - (c) **Consultation:** consulting with the Executive-elect on the setting of the annual plan for the 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 member of the Executive member into the position (where multiple offices can reasonably be run concurrently and a member has the appropriate expertise), appoint a new member of the Executive, or call for a by-election to elect a new member of the Executive 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 (**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 the 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 members of the Executive 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 ten (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 the UCSA, and must destroy all electronic records possessed by the person in their capacity as member of the Executive.

## 9. EXECUTIVE, ROLES, POWERS AND PROCEDURES

9.1 **Governance:** The operation and affairs of the 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 the UCSA other than those required to be exercised by the Members at a General Meeting.

9.3 **Management of the UCSA:** From the end of each Annual General Meeting until the end of the next, the UCSA shall be managed by, or under the direction or supervision of, the Executive in accordance with the Act, Regulations made under the Act and this Constitution.

9.4 **Major transactions:** Any transaction involving in value more than 20% of the UCSA assets at the last balance date shall require approval from the Executive, following the Executive seeking and considering recommendations from the Advisory Board.

9.5 **By-laws:** The Executive may from time to time make, amend or repeal such By-laws as it considers appropriate for regulating the affairs of the 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.

9.6 **Policies:** The UCSA Policies should be treated in the following manner:

- (a) **External policies:** Without limiting the powers of the Executive to govern the operation of the 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 the UCSA Policies regarding the position of the UCSA on all matters external to the UCSA. Such UCSA Policies shall provide guidance for the UCSA and the Executive but are not binding on them;
- (b) **Internal policies:** The Chief Executive may make, amend and repeal the UCSA Policies regarding the position of the UCSA on all matters relating to the internal operations and administration of the UCSA, provided that the Executive may, by Special Resolution, make, amend and repeal such UCSA Policies;
- (c) **Governance policies:** The Executive may make, amend and repeal the UCSA Policies on any matter of governance in accordance with clause 9.7;
- (d) **Old policies:** A policy of the 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.

- 9.7 **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 ten (10) Working Days, and during which any Member, member of the Executive, or Affiliated Club may give written notice to the 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.
- 9.8 **Breach:** When a member of the Executive becomes aware of any breach of a UCSA Policy, By-Law or Constitution the member of the Executive must bring the breach to the attention of the Executive or, at the sole discretion of the Executive, the next General Meeting.
- 9.9 **Proceedings of the Executive and Voting:** A meeting of the Executive shall be held as follows:
- (a) **Quorum:** The quorum for Executive meetings is at least a simple majority of the number of 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 members or member of the Executive may act only for the purpose of increasing the number of members of the Executive to the number necessary for a quorum as their priority as soon as possible and may also act for the purpose of summoning a Special Meeting or as is otherwise strictly necessary for the ongoing day-to-day operations of the UCSA.
  - (b) A meeting of the Executive may be held either:
    - (i) by a number of the members of the Executive who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or
    - (ii) by means of audio, or audio and visual, communication by which all members of the Executive participating and constituting a quorum can simultaneously hear each other throughout the meeting.
  - (c) **Resolutions:** A resolution shall be deemed passed if it receives the affirmative votes of a simple majority of the total number of the Executive. For the purposes of this clause, a "simple majority" is defined as more than half of the total number of the Executive, regardless of the number of members of the Executive present and eligible to vote at the time the resolution is considered.
  - (d) **Chair:** The President shall be the chairperson of the Executive (**Chairperson**). If at a meeting of the Executive, the Chairperson is not present, the Vice-President – Engagement shall be Chairperson of the meeting. If neither is present, the Executive may choose one of their number to be Chairperson. The Chairperson does not have a casting vote in the event of a tied vote on any resolution of the Executive.
  - (e) **Minutes:** Minutes must be kept of all meetings of the Executive and shall include:
    - (i) The names of the members of the Executive present at the meeting;
    - (ii) The resolutions discussed;

- (iii) The proceedings of each meeting; and
    - (iv) Adherence to the agenda for the relevant meeting.
  - (f) **Procedure:** Except as otherwise provided in this Constitution, the Executive may regulate its own procedure.
- 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 Purposes;
  - (c) chair Executive and General or Special Meetings;
  - (d) act as the Council Student Member;
  - (e) provide a report on the operation of the 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 as 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 Postgraduate Representative:** The Postgraduate Representative shall be a Postgraduate Student and shall represent the interests of the Student Members who are also defined as Postgraduate Students by the University of Canterbury General Regulations as updated from time to time by the University.
- 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.
- 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 o Te Whare Wānanga o Waitaha (Māori Students' Association) Incorporated or Delegate:** The President of Te Akatoki o Te Whare Wānanga o Waitaha (Māori Student's Association) Incorporated or their delegate shall represent the interests of Māori students generally.
- 9.19 **Contact Person:**
- (a) **Number:** The UCSA shall have at least one but no more than three contact person(s) whom the Registrar can contact when needed.
  - (b) **Requirements:** The UCSA's contact person must be:
    - (i) at least 18 years of age; and
    - (ii) ordinarily resident in New Zealand.
  - (c) **Contact Persons Details:** Each contact person's name must be provided to the Registrar, along with their contact details, including:
    - (i) a physical address or an electronic address; and
    - (ii) a telephone number.
  - (d) **Change of Contact Person:** Any change in that contact person or that person's name or contact details shall be advised to the Registrar within twenty (20) Working Days of that change occurring or the UCSA becoming aware of the change.
  - (e) **Appointment of the Contact Person:** The Contact Person shall be the Chief Executive, if permitted by law, or otherwise shall be the President (provided that if the President does not meet any qualifying criteria required by law for the role of Contact Person, the Contact Person will be such other qualifying member of the Executive appointed by the President).
  - (f) **Role of the Contact Person:** The Contact Person shall be responsible for communications with the Registrar.
- 9.20 **Honorarium for the Executive:** Each member of the Executive is required to comply with the UCSA's standard terms and conditions of engagement for members of the Executive in the relevant position (subject to this Constitution) and shall be entitled to such fees or other honoraria payments 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 up to 20 hours per week;
  - (c) the Postgraduate Representative's role shall be a part-time position of approximately 15 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).



- 9.21 **Expenses:** Members of the Executive shall, in addition to the honoraria payments payable under clause 9.20, be reimbursed for reasonable expenses incurred on behalf of the 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.
- 9.22 **Honorarium for the 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 the UCSA, such amount being set having regard to the pro-rate equivalent of any honoraria payment 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.
- 9.23 **Honorarium for the Vice-President – Engagement-elect and Vice-President – Academic-elect:** The Vice-President – Engagement-elect and 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 the UCSA, such amount being set having regard to the pro-rate equivalent of any honoraria payments payable to the Vice-President – Engagement and Vice-President – Academic, for up to 25 hours, provided that they carry out their duties to the satisfaction of the Executive.
- 9.24 **Honorarium for the Postgraduate Representative-elect:** The Postgraduate Representative-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 the UCSA, such amount being set having regard to the pro-rate equivalent of any honoraria payments payable to the Postgraduate Representative, for up to 20 hours, provided that they carry out their duties to the satisfaction of the Executive.
- 9.25 **Honorarium for the Equity Representative-elect, International Representative-elect, Pacific Representative-elect and General Representatives-elect:** All members of the Executive other than those specified in clauses 9.22, 9.23 and 9.24 above 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 the UCSA, such amount being set having regard to the pro-rate equivalent of any honoraria payable, for up to 15 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 the 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 the 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 14.7.

## 10. MEETINGS OF MEMBERS

- 10.1 **General:** The UCSA will hold General Meetings from time to time in accordance with this clause 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 the UCSA.
- 10.3 **Notice:** Notice of the time, date and place of a General Meeting must be Published not less than ten (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 **Procedure of all General Meetings:** With exception to clause 10.5, only Members may attend, speak and vote at General Meetings:
  - (a) in person; and
  - (b) no proxy voting shall be permitted.
- 10.5 **Non-Member attendance of General Meetings:** Non-Members may attend and speak at General Meetings if invited to do so by the Chair of that General Meeting.
- 10.6 If, within half an hour after the time appointed for a meeting a quorum is not present, the meeting, if convened upon request of Members, shall be dissolved. In any other case it shall stand adjourned to a day, time and place determined by the Chairperson of the UCSA, and if at such adjourned meeting a quorum is not present those Members present in person or by means of audio, audio and visual, or electronic communication as approved by the Executive shall be deemed to constitute a sufficient quorum.
- 10.7 A Member is entitled to exercise one vote on any motion at a General Meeting in person, and voting at a General Meeting shall be by voices or by show of hands or, on demand of the Chairperson or of two or more Members present, by secret ballot.
- 10.8 Unless otherwise required by this Constitution, all questions shall be decided by a simple majority of those in attendance in person and voting at a General Meeting or voting by remote ballot.
- 10.9 Any decisions made when a quorum is not present are not valid.
- 10.10 **Proxy Voting:** There shall be no proxy voting.
- 10.11 **Resolutions in Lieu of a General Meeting:** Written resolutions may not be passed in lieu of a General Meeting.
- 10.12 **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 member of the Executive elected for the purpose of the meeting, and any such Chairperson shall have a deliberative and, in the event of a tied vote, a casting vote.

- 10.13 **Venue for General Meeting:** General Meetings may be held at one or more venues by Members present in person and/or using any real-time audio, audio and visual, or electronic communication that gives each Member a reasonable opportunity to participate, including voting. Members who attend a General Meeting pursuant to this clause are deemed to be at the General Meeting in person.
- 10.14 **Motions of the Executive:** The Executive may propose motions for Members to vote on (**Executive Motions**), which shall be notified to Members with the notice of the General Meeting. Any Member may request that a motion be voted on (**Member's Motion**) at a General Meeting, by giving notice to the Secretary or Executive at least fifteen (**15**) Working Days before that meeting. The Member may also provide information in support of the motion (**Member's Information**). If notice of the motion is given to the Secretary or Executive before written notice of the General Meeting is given to Members, notice of the motion shall be provided to Members with the written notice of the General Meeting.
- 10.15 **Minutes to be Kept:** The Executive must ensure that minutes are kept of all proceedings at a General Meeting. Minutes of the most recent General Meeting may be made available to Members upon request.
- 10.16 **Minutes Prima Facie Evidence:** Minutes which have been signed correct by the Chairperson of the meeting are prima facie evidence of the proceedings.
- 10.17 **Annual General Meeting:** The Executive will arrange for an Annual General Meeting to be held each year on a date and at a location and/or using any electronic communication determined by the Executive and consistent with any requirements in the Act, and the Constitution relating to the procedure to be followed at General Meetings shall apply.
- 10.18 **Date of the Annual General Meeting:** The Annual General Meeting must be held no later than the earlier of:
- (a) 6 months after the balance date of the UCSA; and
  - (b) 15 months after the previous Annual General Meeting.
- 10.19 **Business at Annual General Meeting:** The Annual General Meeting shall consider the following business only:
- (a) confirm the minutes of the last Annual General Meeting and any Special General Meeting(s) held since the last Annual General Meeting;
  - (b) receiving the annual audited financial statements of the UCSA (which must be Published at least 48 hours prior to the commencement of the Annual General Meeting);
  - (c) the report of the President of the preceding year on the activities of the UCSA in that year;
  - (d) appointment of the Auditor for the UCSA;
  - (e) notices of disclosures of interests of members of the Executive; and
  - (f) any other business for which notice has been given under clause 10.3.
- 10.20 **Information presented at Annual General Meeting:** The Executive must, at each Annual General Meeting, present the following information:
- (a) An annual report on the operation and affairs of the UCSA during the most recently completed accounting period;

- (b) The annual financial statements for that period; and
  - (c) Notice of any disclosures of conflicts of interest made by Officers during that period (including a summary of the matters, or types of matters, to which those disclosures relate).
- 10.21 **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).
- 10.22 **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 the 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.
- 10.23 **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 fifteen (15) Working Days following the date of receipt of the Member Requisition.
- 10.24 **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 10.22, 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.
- 10.25 **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 10.24 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 10.19 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 10.29(c)), it shall be deemed to have lapsed, and shall not be placed before a subsequent General Meeting unless submitted anew.
- 10.26 **Quorum:** No business will be transacted at any General Meeting unless a quorum is present at that meeting. Subject to clause 10.27, 10.28 and 10.29, the quorum will be 120 Members entitled to vote on the item of business for which notice has been given under clause 10.3 present in person. 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.
- 10.27 **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.
- 10.28 **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.

10.29 **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.

10.30 **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.

10.31 **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.

10.32 **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.

10.33 **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.

10.34 **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.

## 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 the 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 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;
  - (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 6.2 of Schedule 1 of this Constitution.
- 11.19 **Members of the Electoral and Disciplinary Appeals Committee:** The Electoral Appeals Committee will consist of:
- (a) a Life Member of the UCSA; 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 **Reimbursement and 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.
- 11.27 **Right to attend:** Unless a member of the Executive is the subject of a meeting, 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 the 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 the 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. OFFICERS**

### **13.1 Qualifications of Officers:** Every Officer must be a natural person who has consented in writing to be an Officer of the UCSA and certifies that they are not disqualified from being elected or appointed or otherwise holding office as an Officer of the UCSA.

### **13.2** Officers must not be disqualified under section 47(3) of the Act or under the Charities Act 2005 from being appointed or holding office as an Officer of the UCSA, namely:

- (a) a person who is under 16 years of age;
- (b) a person who is an undischarged bankrupt;
- (c) a person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Financial Markets Conduct Act 2013, or the Takeovers Act 1993, or any other similar legislation;
- (d) a person who is disqualified from being an officer of a charitable entity under the Charities Act 2005;
- (e) a person who has been convicted of any of the following, and has been sentenced for the offence, within the last seven years:
  - (i) an offence under subpart 6 of Part 4 of the Act;
  - (ii) a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961);
  - (iii) an offence under section 143B of the Tax Administration Act 1994;

- (iv) an offence under section 22(2) of the Act;
    - (v) an offence, in a country other than New Zealand, that is substantially similar to an offence specified in subparagraphs (i) to (iv); or
    - (vi) a money laundering offence or an offence relating to the financing of terrorism, whether in New Zealand or elsewhere;
  - (f) a person subject to:
    - (i) a banning order under subpart 7 of Part 4 of the Act;
    - (ii) an order under section 108 of the Credit Contracts and Consumer Finance Act 2003;
    - (iii) a forfeiture order under the Criminal Proceeds (Recovery) Act 2009; or
    - (iv) a property order made under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act;
  - (g) a person who is subject to an order that is substantially similar to an order referred to in sub-clause (f) under a law of a country, State, or territory outside New Zealand that is a country, State, or territory prescribed by the regulations (if any) of the Act.
- 13.3 Prior to election or appointment as an Officer a person must consent in writing to be an Officer and certify in writing that they are not disqualified from being appointed or holding office as an Officer by this Constitution or the Act.
- 13.4 Note that only a natural person may be an Officer and each certificate shall be retained in the UCSA's records.
- 13.5 **Election of Officers who are members of the Executive:** Officers who are members of the Executive shall be appointed in accordance with clause 8.3
- 13.6 **Employed Officers:** The appointment and term of office for employed Officers of the UCSA who are not members of the Executive is governed by the Employment Relations Act 2000 and any other applicable legislation.
- 13.7 **Conflicts of Interest:** An Officer or member of a sub-committee who is an Interested Member in respect of any Matter being considered by the UCSA, must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified):
- (a) to the Executive and, if applicable, sub-committee; and
  - (b) in an interests register kept by the Executive.
- 13.8 **Disclosure:** Disclosure must be made as soon as practicable after the Officer or member of a sub-committee becomes aware that they are interested in the Matter.
- 13.9 An Officer or member of a sub-committee who is an Interested Member regarding a Matter:
- (a) must not vote or take part in the decision of the Executive and/or sub-committee relating to the Matter unless all members of the Executive who are not interested in the Matter consent; and
  - (b) must not sign any document relating to the entry into a transaction or the initiation of the Matter unless all members of the Executive who are not interested in the

Matter consent; but

- (c) may take part in any discussion of the Executive and/or sub-committee relating to the Matter and be present at the time of the decision of the Executive and/or sub-committee (unless the Executive and/or sub-committee decides otherwise).

- 13.10 However, an Officer or member of a sub-committee who is prevented from voting on a Matter may still be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.
- 13.11 Where 50 percent or more of Officers are prevented from voting on a Matter because they are interested in that Matter, a Special General Meeting must be called to consider and determine the Matter, unless all non-interested Officers agree otherwise.
- 13.12 Where 50 per cent or more of the members of a sub-committee are prevented from voting on a Matter because they are interested in that Matter, the Executive shall consider and determine the Matter.
- 13.13 **Interests Register:** The Executive shall at all times maintain an up-to-date register of the interests disclosed by Officers and by members of any sub-committee.

#### **14. CLUBS AND SOCIETIES**

- 14.1 **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 fourth term.
- 14.2 **Period of Affiliation:** Affiliation is for the calendar year of application, and must be renewed annually.
- 14.3 **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.
- 14.4 **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 Purposes of the UCSA as provided in clause 3.1, as if those Purposes 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 the 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.
- 14.5 **Termination of affiliation:** The Executive may, at its discretion, terminate the affiliation of any Affiliated Club with the UCSA.
- 14.6 **Benefits of affiliation:** Affiliated Clubs will receive the benefits set out in the relevant UCSA Policy from time to time.
- 14.7 **Grants to Affiliated Clubs:** The Executive may, in accordance with any relevant UCSA Policy but otherwise at its absolute discretion, make a grant from the 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.
- 15. FINANCIAL**
- 15.1 **Balance Date:** The UCSA's financial year shall commence on 1 January of each year and end on 31 December (the latter date being the UCSA's balance date). The UCSA must file financial statements with the Registrar within six months of the Balance Date.
- 15.2 **Control and Management:** The funds and property of the UCSA shall be:
  - (a) controlled, invested and disposed of by the Executive, subject to this Constitution; and
  - (b) devoted solely to the promotion of the Purposes of the UCSA.
- 15.3 **Financial management:** The Executive must ensure that there are kept at all times records that:
  - (a) **Financial records:** ensure the UCSA maintains written financial records that correctly record the transactions of the UCSA;
  - (b) **Financial statements:** deliver annual financial statements in accordance with the Act and enable the annual financial statements to be readily and properly audited; and
  - (c) **Financial affairs:** manage the UCSA's financial affairs.
- 15.4 The Committee must establish and maintain a satisfactory system of control of the UCSA's accounting records.
- 15.5 **Audit:** The Executive must ensure that the annual financial statements for the 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.
- 15.6 **Bank account:** The UCSA shall have at least one bank account into which all monies received by the UCSA may be paid. All payments to the UCSA will be accepted, endorsed and recorded in such manner as the Executive determines from time to time.
- 15.7 **Payments by the UCSA:** All payments by the 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.
- 16. **CHARITABLE STATUS**
  - 16.1 **Registration:** The UCSA is already registered as a charitable entity under the Charities Act 2005.
  - 16.2 **Application of benefits:** Any income, benefit or advantages of any kind whatsoever shall be applied to the charitable purpose and Purposes of the UCSA.
  - 16.3 **No personal gain:** No Member or any person associated with a Member shall participate in or materially influence any decision made by the 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.
  - 16.4 **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.
  - 16.5 The provision and effect of this clause 16 shall be included and implied in any document replacing this Constitution.
- 17. **COMMON SEAL AND METHOD OF CONTRACTING**
  - 17.1 **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.
  - 17.2 **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.
  - 17.3 **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 the UCSA, in order to be effective.
  - 17.4 **Method of contracting:** A contract or other enforceable obligation may be entered into by the 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 the UCSA in writing signed under the name of the UCSA by affixation of the common seal in accordance with clause 17.3, or if the common seal has been taken out of use in accordance with clause 17.1, 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 the 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 the UCSA in writing by a person acting under the 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 the UCSA in writing or orally by a person acting under the UCSA's express or implied authority.

## 18. REGISTERED OFFICE

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

## 19. WINDING UP

- 19.1 **Process:** The UCSA may be wound up, liquidated or removed from the Register of Incorporated Societies in accordance with the provisions of the Act.
- 19.2 **Surplus Property:** If the UCSA is wound up, liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any Member, and if any property remains after the settlement of the UCSA's debts and liabilities, that property must be held by the University upon trust and applied for a charitable purpose or purposes as defined in section 5(1) of the Charities Act 2005 that are the same or as close as possible to the Purposes of the UCSA until a charitable body similar to the UCSA is formed.

## 20. NOTICES

- 20.1 **Service:** Notices must be given in writing. A notice may be served by the UCSA on any member of the Executive 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) **Email:** by email to the email address of such member of the Executive or Member.
- 20.2 **Service by Post:** A notice sent by post, including CourierPost, 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 seven (7) days 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 fourteen (14) 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.

- 20.3 **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.

## 21. LIABILITY

- 21.1 **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 the UCSA.

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

- (a) **Proceedings:** member of the Executive, Officer, Auditor or agent of the UCSA will be indemnified at all times out of the funds and property of the UCSA against any costs or expenses incurred by them in their capacity as a member of the Executive, 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:** member of the Executive and every other Officer and servant of the UCSA will be indemnified at all times by the UCSA, out of the funds and property of the UCSA, against all losses, and all reasonable costs, charges and expenses incurred by them in that capacity in good faith.

## SCHEDULE 1

### 1. DISPUTE RESOLUTION

- 1.1 All Members (including the Executive) and Affiliated Clubs are obliged to cooperate to resolve Disputes efficiently, fairly, and with minimum disruption to the UCSA's activities.

### 2. RIGHT TO BE HEARD

- 2.1 **Complainant's right to be heard:** The Complainant has a right to be heard before the Complaint is resolved or any outcome is determined.

- (a) If the UCSA makes a Complaint:
  - (i) the UCSA has a right to be heard before the Complaint is resolved or any outcome is determined; and
  - (ii) an Officer may exercise that right on behalf of the UCSA.
- (b) Without limiting the manner in which the Complainant be given the right to be heard, they must be taken to have been given the right if:
  - (i) they have a reasonable opportunity to be heard in writing or at an oral hearing (if one is held);
  - (ii) an oral hearing is held if the Decision Maker considers that an oral hearing is needed to ensure an adequate hearing;
  - (iii) an oral hearing (if any) is held before the Decision Maker; and
  - (iv) the Complainant's written or verbal statement or submissions (if any) are considered by the Decision Maker.

- 2.2 **Respondent's right to be heard:** The Respondent to a Complaint has the right to be heard in accordance with this clause.

- (a) This clause applies if a Complaint involves an allegation that the Respondent:
  - (i) has engaged in misconduct;
  - (ii) has breached, or is likely to breach, a duty under the Constitution or Bylaws or the Act; or
  - (iii) has damaged the rights or interests of a Member or the rights or interests of Members generally.
- (b) The Respondent has a right to be heard before the Complaint is resolved or any outcome is determined.
- (c) If the Respondent is the UCSA, an Officer may exercise the right on behalf of the UCSA.
- (d) 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:
  - (i) 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;



- (ii) the Respondent has a reasonable opportunity to be heard in writing or at an oral hearing (if one is held);
- (iii) an oral hearing is held if the Decision Maker considers that an oral hearing is needed to ensure an adequate hearing;
- (iv) an oral hearing (if any) is held before the Decision Maker; and
- (v) the Respondent's written statement or submissions (if any) are considered by the Decision Maker.

### 3. INVESTIGATING AND DETERMINING A DISPUTE

3.1 The UCSA must, as soon as is reasonably practicable after receiving or becoming aware of a Complaint made in accordance with the Constitution, ensure that the Dispute is investigated and determined, the process is to be managed by the Decision Maker.

3.2 Disputes must be dealt with under the Constitution in a fair, efficient, and effective manner and in accordance with the provisions of the Act.

3.3 **UCSA Employees:** Where the Complaint is about an Officer who is employed by the UCSA and is not a member of the Executive, the UCSA can vary the procedure in this Schedule to the extent necessary to be compliant with employment law obligations, including those set out in the Employment Relations Act 2000, other legislation and case law.

3.4 **Decision Maker may decide not to proceed further with Complaint:** Despite clause 3.1 and 3.2 of this Schedule, the Decision Maker may decide not to proceed further with a Complaint if:

- (a) **Trivial:** the Complaint is trivial; or
- (b) **Not material:** the Complaint does not appear to disclose or involve any allegation of the following kind:
  - (i) that a Member, Officer or Affiliated Club has engaged in material misconduct;
  - (ii) that a Member, Officer, Affiliated Club or the UCSA has materially breached, or is likely to materially breach, a duty under the Constitution, any rules of any Affiliated Club, Bylaws or the Act;
  - (iii) that a Member's rights or interests or Members' rights or interests generally have been materially damaged;
- (c) **No evidence:** the Complaint appears to be without foundation or there is no apparent evidence to support it; or
- (d) **No genuine interest:** the Complainant has an insignificant interest in the matter; or
- (e) **Already resolved:** the conduct, incident, event, or issue giving rise to the Complaint has already been investigated and dealt with under the Constitution; or
- (f) **Undue delay:** there has been an undue delay in making the Complaint; or
- (g) **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 4.1 of this Schedule 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 4.1 of this Schedule; or

- (h) **Alternative Dispute Resolution:** the Decision Maker believes it is appropriate given the content and/or severity of the Complaint that the Complaint be referred to any type of alternative dispute resolution (for example, mediation, facilitation or a tikanga-based practice) with the consent of all parties; or
- (i) **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 Respondent and the Respondent'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.

#### 4. PROCEDURE

4.1 **Procedure for Investigating and Determining a Dispute:** Subject to clause 3 of this Schedule, the Decision Maker must investigate and determine any Complaint, in accordance the following procedure:

- (a) **Complainant:** the Decision Maker shall comply with the obligations of clause 2.1.
- (b) **Respondent:** the Decision Maker shall comply with the obligations of clause 2.2.
- (c) **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 Respondent must be given at least five (5) Working Days' notice of the hearing.
- (d) **Notice of Meeting:** after any oral hearing, or if no oral hearing is held, the Respondent must be notified of any meeting of the Decision Maker at which the Complaint is to be determined at least ten (10) Working Days before that meeting and must be advised of their rights under clause 4.1(e) of this Schedule.
- (e) **Respondent's Response:** the Respondent may, on receiving notice of meeting under clause 4.1(d) of this Schedule, give a written response to the Complaint within five (5) Working Days after receiving notice under clause 4.1(d) of this Schedule.
- (f) **Further Enquiries:** the Decision Maker may make further enquiries and the results of those enquiries shall be made known to the Complainant and the Respondent.
- (g) **Executive Presented with Findings:** The Decision Maker shall provide the factual findings of the investigation in writing to the Executive.

4.2 **Extend timeframes:** the Decision Maker may extend any timeframes provided for in clause 4.1 of this Schedule at its discretion.

- 4.3 **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 member of the Executive for the duration of the Decision Maker's investigation under clause 4.1 of this Schedule and any appeal process.

## 5. OUTCOME OF INVESTIGATION

- 5.1 The Decision Maker, upon completing its consideration of the Complaint, may:

- (a) take one or more of the following measures in relation to Members and members of the Executive:
  - (i) order the Complainant or Respondent to meet any of the UCSA's reasonable costs in dealing with the Complaint;
  - (ii) dismiss the Complaint;
  - (iii) publicly or privately censure a Member;
  - (iv) suspend a Member; and
  - (v) expel a Member;
- (b) in relation to a member of the Executive, in addition to the measures set out in clause 5.1(a):
  - (i) suspend the Member as a member of the Executive; or
  - (ii) remove the Member as a member of the Executive.
- (c) take one or more of the following measures in relation to an Affiliated Club:
  - (i) impose a fine on an Affiliated Club as determined by the Decision Maker;
  - (ii) suspend an Affiliated Club's affiliation with the UCSA for a duration to be specified by the Executive;
  - (iii) disaffiliate the Affiliated Club;
  - (iv) withdraw any benefits related to social events associated with being a Affiliated Club; and
  - (v) require the Affiliated Club to issue a public and/or direct apology to the Complainant.
- (d) do any other thing the Decision Maker deems reasonably necessary.

- 5.2 **Suspension following the Decision Maker's consideration of a Complaint:** Suspension may be for a set period of up to and including twenty (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 member of the Executive if applicable), acting reasonably, the Member will be reinstated. If a Member or a member of the Executive whose reinstatement is subject to ongoing conditions breaches such a condition, they will be immediately re-suspended for twenty (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 6.1 of

the Constitution. If a suspended member of the Executive 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 a member of the Executive effective at the end of the suspension period.

- 5.3 **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). The UCSA may publish the fact that a Member is suspended.
- 5.4 **Executive suspension:** In the event that a member of the Executive is suspended by the Decision Maker under clause 4.3 of this Schedule pending investigation, the position will be filled on an interim basis pending resolution of the investigation in the following manner:
- (a) **Presidential suspension:** in the event the President is suspended:
    - (i) the Vice-President – Engagement shall immediately fill the position as Acting President; or
    - (ii) if the Vice-President – Engagement is also suspended, the Vice-President – Academic shall immediately fill the position as Acting President; or
    - (iii) if the Vice-President – Academic is also suspended, the remaining members of the Executive shall appoint from amongst their members an Acting President,until such time as the investigation is resolved by the Decision Maker.
  - (b) **Vice-President – Engagement suspension:** in the event of the Vice-President – Engagement is suspended:
    - (i) the Vice-President – Academic shall immediately fill the position as Acting Vice-President – Engagement; or
    - (ii) if the Vice-President – Academic is also suspended, the remaining members of the Executive shall appoint from amongst their members an Acting Vice-President – Engagement,until such time as the investigation is resolved by the Decision Maker.
  - (c) **Vice-President – Academic suspension:** in the event of the Vice-President – Academic being suspended, the remaining members of the Executive shall appoint from amongst their members an Acting Vice-President – Academic, until such time as the investigation is resolved by the Decision Maker;
  - (d) **Other Executive offices:** for any other suspension, the remaining Executive members may co-opt a fellow member of the Executive into the position (where multiple offices can reasonably be run concurrently and a member has the appropriate expertise); and
  - (e) **Entire Executive:** in the event of the entire Executive being suspended from office, the entire Executive shall be appointed as the Acting Executive, until such time as the investigation is resolved by the Decision Maker.
- 5.5 **Expulsion:** In the event a Member is expelled by the Decision Maker under clause 5.1(a)(v) of this Schedule:
- (a) **Duration:** 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.

- (b) **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. The UCSA may publish the fact that a Member has been expelled.

- 5.6 **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 Complainant and Respondent in writing, and may at the discretion of the Decision Maker be conveyed to Members and/or the public.

## 6. APPEALS

- 6.1 **Time to Appeal:** Subject to clause 6.4 of this Schedule, the Appellant must notify the UCSA of any appeal against a decision together with written reasons for the appeal no later than ten (10) Working Days from the receipt of the decision under clause 5.6 of this Schedule.
- 6.2 **Right of Appeal:** On receipt of an appeal in accordance with clause 6.1 of this Schedule, the Electoral and Disciplinary Appeals Committee must be convened, and shall:
  - (a) inform any Complainant and Respondent of the decision to appeal within five (5) Working Days of receipt of the appeal; and
  - (b) convene to consider the appeal within five (5) Working Days from when the Complainant and Respondent are informed in accordance with clause 6.2(a) of this Schedule;
  - (c) make its decision from the options in clause 5.1 of this Schedule; 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 Complainant and Respondent in writing within five (5) Working Days following consideration of the appeal under clause 6.2(b) of this Schedule.
- 6.3 **Electoral and Disciplinary Appeal Committee Decision:** Any decisions of the Electoral and Disciplinary Appeals Committee are final and binding on the Complainant and Respondent and, except as required by law, shall not be subject to any review or challenge.
- 6.4 **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 (1) 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 5.1 of this Schedule.
- 6.5 **Urgent Electoral Appeals Committee Decision Final:** Any decisions of the Urgent Electoral Appeals Committee are final and binding on the Complainant and Respondent and, except as required by law, shall not be subject to any review or challenge.

## SCHEDULE 2

### 1 GENERAL PROCEDURES FOR CONDUCTING ELECTIONS

- 1.0 **Returning Officer:** The Executive shall appoint a Returning Officer for any Election, who shall be responsible to it for the conduct of those Elections as governed by this Schedule and the Constitution.
- 1.1 **Appointment of Deputy Returning Officer:** The Returning Officer may appoint as many Deputy Returning Officers as reasonably required for any Election. Such Deputy Returning Officers shall have such powers and duties as are delegated to them by the Returning Officer (but limited to those powers and duties the Returning Officer holds).
- 1.2 **Duties of the Returning Officer:** The Returning Officer shall be responsible for ensuring that the following are well publicised:
- (a) opening and closing of candidate nominations;
  - (b) the identity of the candidates;
  - (c) the Campaign Period;
  - (d) method of voting;
  - (e) the Election Day(s);
  - (f) the location of the voting booths; and
  - (g) the times of opening and closing of the voting booths.
- 1.3 **Remuneration:** The Returning Officer's and Deputy Returning Officer(s)' remuneration shall be set by the Executive.
- 1.4 **Funding:** The Executive will allocate and approve funding to ensure the Returning Officer can properly manage the Election in accordance with this Schedule.
- 1.5 **Voting Method:** The method(s) of voting shall be determined by the Returning Officer.
- 1.6 **Election Practices:**
- (a) The Returning Officer will give notice of the Campaign Period when they give notice of any Election under clause 2.3 of this Schedule. Only those persons notified as valid candidates may campaign during the Campaign Period.
  - (b) During the Campaign Period, no person shall campaign in a way that involves bribery, treating, or impersonation.
  - (c) All promotional activity undertaken by any candidate(s) shall be removed prior to the end of the Campaign Period and in any event by midnight, before the Election Day(s).
  - (d) No person shall campaign on Election Day(s) unless they have the permission of the Returning Officer.
  - (e) No written, printed, or electronic information concerning the election of any candidate(s) shall be distributed at any time without the prior written approval of the Returning Officer.
  - (f) No person except the Returning Officer may speak to persons engaged in the

process of actually voting on the Election Day(s).

- (g) Any voter by voting agrees to be bound by this Schedule.

#### 1.7 Election Discipline:

- (a) The Returning Officer shall investigate any alleged breach of this Schedule.
- (b) The Returning Officer shall advise any candidate who is the subject of an investigation and allow the candidate a reasonable time (taking account of the circumstances) to respond.
- (c) Where, after the investigation, the Returning Officer believes a breach of this Schedule has occurred, the Returning Officer has the power to take any step the Returning Officer believes is appropriate, including without limitation:
  - (i) in respect of an offending candidate - reduction in the number of votes counted, removal of campaign material, attributing breaches by an individual or group to the candidate, disqualification; and
  - (ii) in respect of the Election Process - any step or measure to ensure a fair and equitable Election Process.
- (d) The Returning Officer shall notify the candidate of its decision including advising the candidate of their rights to appeal to the Electoral and Disciplinary Appeals Committee in accordance with clause 5.1.

#### 1.8 Election Roll:

- (a) At least five (5) Working Days before the Election Day, a roll of those entitled to vote at the Election shall be sourced from the University by the Returning Officer and made available for inspection by any Student at the UCSA offices until two (2) Working Days before the Election.
- (b) Where any Student seeks to amend or correct their details on the roll, the Returning Officer may require such evidence as the Returning Officer deems necessary to substantiate the requested amendment or correction. The Returning Officer will inform the University of any amendments or corrections to be made.

## 2 NOTICE OF ELECTION AND NOMINATIONS

- 2.1 **The President, Vice-Presidents and other members of the Executive:** The Returning Officer shall determine the day (or consecutive days) for the holding of elections for the positions of President, Vice-Presidents and other members of the Executive to take office in the next year, subject to the approval of the Executive, which shall be no later than the second to last week in the third term as set by the University academic calendar.
- 2.2 **Executive By-Elections:** The Returning Officer shall conduct by-Elections to fill vacancies occurring on the Executive if required under the Constitution. No extraordinary Elections shall take place less than five (5) Working Days after the calling of nominations.
- 2.3 **Notice of Election:** The Returning Officer shall give at least ten (10) Working Days' notice of any Election. Such notice shall include:
  - (a) For Nominations:
    - (i) the date(s) and time(s) for the period that nominations will be received and the place where nominations will be received; and

- (ii) the closing date for receipt of nominations shall be at least five (5) Working Days before the Election Day.
  - (b) For the Election:
    - (i) details of the Campaign Period; and
    - (ii) details of the Election Day(s) including the date(s), times(s), physical location(s) and electronic location(s) that voting shall be available.
- 2.4 **Closing or Reopening Nominations:** The Returning Officer may, at their discretion vary the time, date and place of the closing or reopening of nominations, according to the justice of the case. This shall be subject to review by the Executive Discipline and Electoral Committee.

### 3 CANDIDACY

- 3.1 A person must be a Student Member of the UCSA to be nominated as a candidate for the Executive or in the case of the President, was a Student Member within the two (2) years preceding when they will take office.
- 3.2 Each candidate by submitting a nomination form shall consent to stand for election in accordance with this Schedule. For a nomination form to be considered:
  - (a) the nomination form shall be signed by the candidate and not fewer than two (2) Student Members of the UCSA (nominators).
  - (b) all signatories on the nomination form shall present proof of their Student enrolment at University to the Returning Officer.
  - (c) it shall comply with the requirements of this clause 3 of this Schedule.
- 3.3 In the event the candidate or nominators are not Student Member(s) of the UCSA, the Returning Officer will inform the candidate and/or nominators how to opt in to validate their nomination as per Schedule 3 of this Constitution.
- 3.4 To be considered, a nomination form must be received by the Returning Officer during the period specified pursuant to clause 2 of this Schedule.
- 3.5 A person may be a candidate for any or all of the positions for which they are eligible. A person who is not eligible to stand for a position will not have their name on the voting paper.
- 3.6 As soon as practicably possible after nominations have closed, the Returning Officer shall post on the Noticeboard a list of the candidates. This list shall remain on the Noticeboard until voting has closed on the final Election Day.
- 3.7 No person may stand for election to any Executive position if they are:
  - (a) an undischarged bankrupt;
  - (b) prohibited from managing companies;
  - (c) deemed not to be a Fit and Proper Person pursuant to clause 4.9; or
  - (d) in the opinion of the Returning Officer, likely to bring the reputation of the UCSA into disrepute.



3.8 In order for a nomination for the office of President to be valid, the following conditions shall be satisfied:

- (a) the candidate has not been elected to the office of President two times already;
- (b) the nomination form shall have annexed to it a signed copy of the UCSA President's Agreement; and
- (c) the candidate must have been enrolled for at least one (1) academic year at the University directly prior to the year they first take office.

3.9 In order for a nomination for the office of Vice-President – Engagement to be valid the candidate shall have annexed to the nomination form a signed copy of the UCSA Vice-President – Engagement's Agreement.

3.10 In order for a nomination for the office of Vice-President – Academic to be valid the candidate shall have annexed to the nomination form a signed copy of the UCSA Vice-President – Academic's Agreement.

3.11 The Returning Officer will accept a nomination and notify this to the candidate if the required details of a candidate and nominators are verified and the nomination form has been completed correctly.

3.12 Where a nomination is not accepted by the Returning Officer on the basis the requirements of this clause 3 have not been satisfied, the Returning Officer shall inform the candidate (if they can be contacted) and advise the candidate of the right to appeal to the Executive Discipline and Electoral Committee in accordance with clause 5.1.

#### 4 VOTING

4.1 **Entitlement:** All Members enrolled two (2) Working Days before the Election Day shall be entitled to vote in Elections that take place according to the instructions issued by the Returning Officer.

4.2 **Special Entitlement:** The President holds a dual role as the President of the UCSA (voted in by Members) and as the Council Student Member of the University (voted in by Students). Accordingly, any Student enrolled (2) Working Days before the Election Day may vote for the position of President, whether a Member or non-Member of the UCSA.

#### 4.3 Voting Papers:

- (a) The Returning Officer shall prepare (where possible, electronic) voting papers with the names of the candidates listed in alphabetical order.
- (b) Where more than one (1) position is being voted for on the same voting paper, the names of the candidates shall be listed under the headings of the various positions to be filled. These positions shall be listed in the following order: President, Vice-President – Engagement, Vice President – Academic, Post Graduate Representative, International Representative, Equity Representative, Pacific Representative and General Representatives.
- (c) Candidates shall only be referred to as per their University enrolment by surname, first name or preferred name and middle initials (if relevant) on the voting paper. The only exception is where candidates have the same full name; any alternative identification shall be approved by the Returning Officer.

4.4 **Determining Votes:** The Returning Officer shall determine votes in the following manner and order:

- (a) the Returning Officer shall regard as valid any voting paper on which the intention of the voter is clear.
- (b) should any occurrence of multiple voting be detected, the votes shall be extracted and immediately deemed invalid. The Returning Officer shall advise the University of the breach for the purposes of the University taking such disciplinary action as it sees fit.

**4.5 Counting of the Votes:** The counting of any votes in any election:

- (a) Will be undertaken by the Returning Officer.
- (b) No person other than the Returning Officer shall be present at the counting of the votes without the authority of the Returning Officer.
- (c) No person other than the Returning Officer shall receive the Election results without the authority of the Returning Officer.

**4.6 Election of Candidates:**

- (a) The total number of valid votes cast for each candidate shall be ascertained and recorded. The highest polling candidate(s) shall be declared elected, subject to the number of positions to be filled, unless the candidate:
  - (i) failed to poll higher than no confidence; or
  - (ii) is subject to a disqualification by the Returning Officer or the Executive Discipline and Electoral Committee,

in these cases, the candidate shall not be elected, except where the decision to disqualify is overturned on appeal by the candidate to the Electoral and Disciplinary Appeals Committee.
- (b) Where there is an equal number of votes for one position, a second ballot shall be immediately called by the Returning Officer and must be completed within fourteen (14) Working Days to elect that position.
- (c) In the event that a member of the Executive-elect other than the President-elect, Vice-President – Engagement-elect, or Vice-President – Academic-elect decides not to take their place on the Executive before the commencement of the University academic year, the next highest polling candidate shall be declared elected, provided they continue to meet the requirements of candidacy as set out in clause 3.
- (d) In the event that the Vice-President – Engagement-elect, or Vice-President – Academic-elect decide not to take their place on the Executive and where, in the Returning Officer's opinion the next highest polling candidate represents the will of the student body, the next highest polling candidate will be declared elected, subject to review by the Executive Discipline and Electoral Committee.
- (e) In the event that the President-elect decides not to take their place on the Executive a by-Election will be held in accordance with this Schedule to elect a President.
- (f) In the event that a candidate receives the highest number of votes for more than one office, they will be elected into the highest ranking position in the following order below:
  - (i) President,

- (ii) Vice-President – Engagement,
- (iii) Vice-President – Academic,
- (iv) Post Graduate Representative,
- (v) International Representative,
- (vi) Equity Representative,
- (vii) Pacific Representative,
- (viii) General Representatives.

4.7 **Announcement:** The Returning Officer shall announce the preliminary result(s) of any Election within two (2) Working Days of the closure of voting, by placing the results on the Noticeboard, which shall include the votes cast for each candidate and for no confidence, and the total turnout. The Returning Officer shall announce the final result(s) of any Election within ten (10) Working Days from the determination of any appeals under clause 5.5.

4.8 **Confidentiality:** All voting in the Election must be conducted in a confidential manner.

4.9 **Disqualification:** The Executive Discipline and Electoral Committee may disqualify a candidate from being elected under clause 3.7(c).

## 5 DISPUTES

5.1 **Appeal against Returning Officer's Refusal:** Any appeal by a candidate against the Returning Officer's disqualification of their candidacy must be made to the Executive Discipline and Electoral Committee within two (2) Working Days of the candidate being notified of the Returning Officer's decision. Until the Executive Discipline and Electoral Committee (if so happens) rejects the appeal, the candidate shall be deemed an eligible candidate in the Election.

5.2 **General Appeal Against Acceptance:** Any appeal against acceptance of a nomination shall be delivered to the Chief Executive to be heard by the Executive Discipline and Electoral Committee within two (2) Working Days of the posting on the Noticeboard of the list of candidates, and shall be signed by at least ten (10) Student Members.

5.3 **Appeals to the Electoral Disciplinary Appeals Committee:** Any appeal shall be delivered to the Chief Executive against:

- (a) the results of an Election no later than two (2) Working Days after the preliminary Election result(s) have been announced; or
- (b) a decision of the Executive Discipline and Electoral Committee no later than two (2) Working Days after the decision of the Executive Discipline and Electoral Committee has been notified to the candidate.

The Chief Executive shall then forward the appeal to the Electoral and Disciplinary Appeals Committee within two (2) Working Days.

5.4 **Campaign Period Disqualification Appeals:**

- (a) Any appeal against the disqualification of a candidate during the Campaign Period by the Returning Officer shall be delivered to the Chief Executive no later than one (1) Working Day after the candidate has been notified. The Chief Executive shall

then forward the appeal to the Urgent Electoral Appeals Committee. The Urgent Electoral Appeals Committee may affirm the decision of the Returning Officer or may overturn it.

- (b) The Urgent Electoral Appeals Committee will advise the candidate of their decision within one (1) Working Day of the Chief Executive receiving the appeal. The Urgent Electoral Appeals Committee decision is final.

**5.5 Election Result Appeals:** In the case of an appeal against the result of an Election notified in accordance with clause 5.3, the Electoral and Disciplinary Appeals Committee may declare elected the next highest polling candidate, or take whatever other action it may see fit including declaring the Election result null and void and calling for an extraordinary Election.

**5.6 Appearances before Urgent Electoral Appeals Committee:**

- (a) Both the candidate and the Returning Officer or the Executive Discipline and Electoral Committee (as the case may be) may be invited to appear before the Urgent Electoral Appeals Committee at its discretion.
- (b) The Urgent Electoral Appeals Committee will make their decision by the end of the following Working Day after the receipt of the appeal by the Chief Executive.

**5.7 Appeals:** All decisions made by the Executive Discipline and Electoral Committee may be appealed to the Electoral and Disciplinary Appeals Committee within two (2) Working Days of the Executive Discipline and Electoral Committee's decision being notified to the appellant.

**5.8 Invalid Election:** An Election shall not be declared invalid by reason only of any irregularity in any of the proceedings preliminary of the voting, or by reason of any failure to hold the Election at any place appointed for holding the Election, or to comply with the directions contained in this Schedule as to the taking of the Election or the counting of votes, if it appears to the Executive Discipline and Electoral Committee, having cognisance of the question, that the Election was conducted in accordance with the principles laid down in this Schedule, and that the irregularity, failure or mistake did not materially affect the result of the Election.

### SCHEDULE 3

#### 1. MEMBERSHIP

- 1.1 Except where expressly provided, the admission requirements in this Schedule are in addition to the requirements in the Constitution for membership.

#### 2. STUDENT MEMBERS

- 2.1 A person is automatically accepted as a Student Member if they are currently enrolled in a course of study at the University and has not opted out of membership. The Executive is not required to notify a Student of their current membership status.
- 2.2 For students to regain membership after having opted out, the student must put the request in writing to the President. The President will then inform the University accordingly.

#### 3. LIFE MEMBERS

- 3.1 A Life Member is a person honoured for highly valued services to the UCSA elected as a Life Member by resolution of a General Meeting passed by a majority of those Members present and voting. A Life Member shall have all the rights and privileges of a Member and shall be subject to all the same duties as a Member except those of paying subscriptions and levies.
- 3.2 Life membership will automatically be granted to outgoing Presidents of the UCSA.
- 3.3 An applicant for membership as a Life Member may be made if:
- (a) they are elected as a Life Member the majority of those voting at the Annual General Meeting, with the prior approval of the Executive; and
  - (b) they have consented to becoming a Life Member.
- 3.4 Life Member may also be another category of Member if so designated by the Executive.
- 3.5 Benefits of life membership include:
- (a) opportunity to vote at the Election; and
  - (b) opportunity to attend and vote at the Annual General Meetings.
- 3.6 **Removal of Life Members:** A life membership may be revoked where it is considered that the Life Member has brought the reputation of the UCSA into disrepute. The process of the revocation of a life membership is as follows:
- (a) At a meeting of the Advisory Board, there is a recommendation to the Executive to revoke the life membership of the Life Member with a justification for the recommendation.
  - (b) Upon receipt of the recommendation to revoke the life membership of the life Member, the Executive shall put it to the Members to vote on at a Special General Meeting or Annual General Meeting provided that the Executive may only proceed with this action if it is supported by an affirmative vote of a simple majority of the total number of members of the Executive.
  - (c) The Members shall then vote on the recommendation at a Special General Meeting or Annual General Meeting, and a simple majority vote of the Members

present and voting shall be required to proceed with the revocation.

#### **4. MEMBERSHIP OPT OUT**

- 4.1 Should a student of the University, either concurrently at time of annual enrolment at the University, or at any time during their term of enrolled study, choose to resign / 'opt-out' of membership from the UCSA they must undertake the following:
- (a) Formally notify, by letter (post or electronic pdf mail), their wish not to be a Member of the UCSA, to either the:
    - (i) Enrolments of the University or;
    - (ii) The President of the UCSA.
  - (b) The action taken upon receipt of this notification shall be:
    - (i) that the student's details will be removed from the data extract file from UCSMS (Jade) exported by the University or held by the UCSA.
    - (ii) that a note regarding the 'opting out' will be placed on the student's UCSMS (Jade) file.
- 4.2 Those students who have opted out, may choose at any time during their study to become a member of the UCSA by the above procedure.