



# **AUCKLAND UNIVERSITY STUDENTS' ASSOCIATION INCORPORATED**

## **CONSTITUTION**

**As of 17 April 2018**

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**Anna Rachel Cusack**  
President

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**Anand Naranji Rama**  
Administrative Vice-President

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**Platon Loukoianov**  
Treasurer

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# RULES OF THE AUCKLAND UNIVERSITY STUDENTS' ASSOCIATION (INC.)

1. The name of the Association shall be "Auckland University Students' Association (Incorporated)".

## INTERPRETATION

2. (i) In these Rules unless inconsistent with the context:

"Academic Year" shall mean "The Academic Year of the University commencing with the first day of the Semester One and ending with the last day of Semester Two".

"Accountant" shall mean the "Accountant of the Association"

"Act" shall mean "The Incorporated Societies Act 1908".

"Affiliated Body" shall mean "Any Club, Society, Association or other body affiliated to the Association as herein provided".

"Association" shall mean "The Auckland University Students' Association (Incorporated)".

"Association Year" shall mean "The period commencing 1 January and continuing until 31 December of the same year".

"Common Seal" shall mean "The Common Seal of the Association".

"Executive" shall mean "The Executive Committee of the Auckland University Students' Association (Incorporated)".

"Female Member" shall mean "A Member of the Association who identifies as female".

"Financial Year" shall mean "The twelve calendar months from and including the first day of January up to and including the thirty-first day of December in each year".

"General Meeting" shall mean "General Meeting of the Association" and shall include any Special General Meeting and any Ordinary General Meeting of the Association.

"International Student" shall mean "Any person enrolled as an international student of the University in accordance with the University's regulations".

"Member" shall mean "Member of the Association".

"Notice-board" shall mean "Any notice board or boards as the Executive may designate as the official notice boards of the Association".

"Office" shall mean "The Registered Office of the Association" or "The position of any Member of the Executive other than the Secretary" depending on its relevance".

"President" shall mean "The President of the Association".

"Queer Member" shall mean "Any member of the Association who identifies as lesbian, gay, bisexual, transgender, intersex, asexual, fa'afafine, takataapui, or who identifies with any other queer identity".

"Registrar" shall mean "The Registrar of the University or any person acting in his/her place by direction of the University Council".

"Rules" shall mean "The Rules of the Association as herein contained or subsequently lawfully amended".

"Secretary" shall mean "The Secretary of the Association".

"Semester" shall mean "Semester 1 or 2 of the University of Auckland, the duration of which shall be defined by

the University of Auckland Calendar ".

"Student" shall mean "Any person enrolled as an internal student of the University in accordance with the University's Enrolment and Course Regulations General".

"Treasurer" shall mean "The Treasurer of the Association".

"University" shall mean "The University of Auckland".

(ii) In these Rules unless inconsistent with the context words importing the singular or the plural shall include the plural and singular respectively.

## CONSTITUTION

3. The Secretary shall ensure that the Constitution is available to every member to view and obtain a copy thereof.
4. Where any dispute arises as to the interpretation or construction of these Rules, such dispute shall be determined in accord with the ruling of the Honorary Solicitor of the Association.
5. (i) These Rules may be repealed, altered, added to, or amended:
  - (a) at any General Meeting by a resolution to that effect carried by a majority of at least two-thirds of those present and entitled to vote; or
  - (b) by a Referenda motion submitted by the Executive,  
  
in accordance with Rules 23-A-23M, which is carried by a majority of at least two-thirds of those who voted and were entitled to vote on that Referenda motion. Two weeks' notice must be given of any proposed alteration, addition or amendment, and the wording of any changes must be approved by the Honorary Solicitor prior to registration.
- (ii) A true copy of every such alteration, addition or amendment shall forthwith be delivered to the Registrar of Incorporated Societies in accordance with the requirements of the Act, and shall take effect as from the time of registration.
- (iii) A true copy of every such alteration, addition or amendment shall also be delivered forthwith to the Charities Commission in accordance with the requirements of the Charities Act 2005.
- (iv) Every alteration, addition or amendment must meet the requirements of the Charities Commission for the objects and rules of a charitable entity.

## REPEAL AND SAVING

6. (i) All Rules previously in force are hereby repealed and (except as otherwise provided in these Rules) these Rules shall henceforth constitute the only Rules of the Association.
- (ii) All acts commenced pursuant to the authority conferred by the Rules hereby repealed shall be valid and may be completed pursuant to the authority conferred by those Rules as if those Rules remained in force.

## OBJECTS

7. (a). The objects of the Association shall be:
  - (i) To foster and further the University educational life of members of the Association.
  - (ii) To promote activities beneficial to the University and members of the Association consistent with Object 7(a)(i).
  - (iii) To assist any other charity or other charitable purposes which in the opinion of the Executive or the

Association it may be desirable to assist.

(b) The objects shall be read and construed as widely and liberally as possible, and as far as possible shall all be read and construed as principal objects.

8. (a) All income, assets, and property of the Association must be applied only to advance the charitable purposes of the Association.

(b) No members of the association, or anyone associated with a member, is allowed to take part in, or influence, any decision made by the Association or its Executive in respect of payments of any income, benefit, or advantage to, or on behalf of, the member or associated person.

(c) Any payments made to a member of the Association, or person associated with a member, must be for goods or services that advance the Association's charitable purposes and must be reasonable and relative to payments that would be made between unrelated parties.

(d) Nothing in this clause prevents payment in good faith of reasonable remuneration to any servant of the Association, or the payment of reasonable expenses to any authorised representative or delegate of the Association.

## **POWERS OF THE ASSOCIATION**

9. The powers of the Association shall be:

(a) To further the interests of the students and to secure the co-operation of the University in so doing.

(b) To represent and act for the members in all matters in which the members as a body are interested.

(c) To print, publish, issue, and circulate such periodicals, books, magazines, and other literary undertakings as may be for the benefit or entertainment of the members, and to join with any person or association of persons in establishing and carrying on for the benefit of the student body the business of a bookseller and stationer in or adjacent to the University grounds, as approved by a General Meeting of the Association.

(d) To encourage all such sports and games as the Executive may deem fit.

(e) To provide and manage catering facilities subject to general policy.

(f) To buy and sell to members such things as the Executive may deem fit.

(g) To foster intellectual and social life in the University and to encourage such student clubs, societies and activities as the Executive may deem fit.

(h) To keep and preserve all records likely to prove of value or historic interest to members.

(i) To acquire by purchase or otherwise any real or personal property for the purpose of establishing or maintaining any buildings or facilities or for any other purpose whereby the objects of the Association or any of them may be furthered.

(j) To appeal for subscriptions or donations or raise funds by any means which the Executive may approve (which may include arrange and conducting fundraising events) for any of the following purposes:

(i) To promote any of the objects of the Association.

(ii) To provide a fund for the payment of the expenses of the travelling and entertainment of sports and other teams.

(iii) To provide a fund for establishing and maintaining any Association buildings playing fields and other assets of the Association with a view to affording to members all the usual privileges and advantages of a club.

(iv) To aid or otherwise subscribe to any charity or charities or other causes or organisations which it may

in the opinion of the Executive from time to time be desirable to aid.

(k) To assist affiliated bodies in such manner and to such extent as the Executive may deem fit, whether by gift, loan, guarantee of overdraft or otherwise, in order that the objects of the Association may be thereby furthered; to exercise a general control over the affairs of all such affiliated bodies.

(l) To assist any charity of charitable purpose which in the opinion of the Executive it may be desirable to assist.

(m) To sign and execute and deliver any deed or document whatsoever which may require or seem expedient to be executed by the Association for the furtherance of any of its objects.

(n) To apply for and acquire any licences or permits deemed necessary by the Executive for the accomplishment of any of the objects of the Association.

(o) To sell, exchange, improve, lease, hire, mortgage, dispose, reserve, or otherwise deal with or turn to account any real or personal property of the Association, and to raise or borrow money upon security of any such property or in such other way as the Executive may determine.

(p) To appoint trustees of all or any of the funds or property of the Association, and to vest such funds and property in such trustees.

(q) To join with any other person association or corporation for the accomplishment of any of the objects of the Association.

(r) To employ servants and agents for the purpose of and to do all such other things as are or may be conducive to the attainment of the above objects or any of them.

## THE TREATY OF WAITANGI

10. The Association shall give effect to Te Tiriti o Waitangi/The Treaty of Waitangi and apply this through the agreement between the Association and Nga Taurua Maori as set out in the Eighteenth Schedule hereto.

He Kupu Whakataki

Ko Wikitoria te Kuini o Ingarani i tana mahara atawai ki nga rangatira me nga hapu o Nu Tirani i tana hiahia hoki kia tohungia ki a ratou o ratou rangatiratanga me to ratou wenua a kia mau tonu hoki te rongu ki a ratou me te Atanoho hoki kua wakaaro ia he mea tika kia tukua mai tetahi rangatira hei kai wakarite ki nga Tangata Maori o Nu Tirani kia wakaaetia e nga rangatira Maori te Kawanatanga o te Kuini ki nga wahikatoa o te wenua nei me nga motu - na te mea hoki he tokomaha ke nga tangata o tona lwi kua noho ki tenei wenua a e haere mai nei. Na ko te Kuini e hiahia ana kia wakaritea te Kawanatanga kia kua ai nga kino e puta ki te tangata Maori ki te Pakeha e noho ture kore ana. Ma kua pai te Kuini kia tukua ahau a Wiremu Hopihono he Kapitana i te Roiara Nawi he Kawana mo nga wahi katoa o Nu Tirani i tukua aianeia a mua atu ki te Kuini e mea atu ana ia ki nga rangatira o te wakaminenga o nga hapu o Nu Tirani me era rangatira atu enei ture ka Korerotia nei.

Ko Te Tuatahi

Ko nga rangatira o te Wakawinenga me nga rangatira katoa hoki, kihai i uru ki taqua Wakaminenga, ka tuku rawa atu ki te Kuini o Ingarangi ake tonu atu te Kawanatanga katoa o o ratou wenua.

Ko Te Tuarua

Ko te Kuini o Ingarangi ka wakarite ka wakaae ki nga rangatira, ki nga hapu, ki nga tangata katoa o Nu Tirani, te tino rangatiratanga oo ratou wenua o ratou kainga me o ratou taonga katoa. Otiia ko nga rangatira o te Wakaminenga me nga rangatira katoa atu, ka tuku ki te Kuini te hokonga o era wahi wenua e pai ai te tangata nona te wenua, ki te ritenga o te utu e whakaritea ai e ratou ko te kaihoko e meatia nei e te Kuini hei kaihoko mona.

Ko Te Tuatoru

Hei whakaritenga mai hoki tenei mo te wakaaetanga ki te Kawanatanga o te Kuini. Ka tiakina e te Kuini o Ingarangi nga tangata Maori katoa o Nu Tirani. Ka tukua ki a ratou nga tikanga katoa rite tahi ke ana mea ki nga

tangata o Ingarangi.

Na, ko matou ko nga rangatira e te Wakaminenga o nga hapu o Nu Tirani ka huihui nei ki Waitangi ko matou hoki ko nga rangatira o Nu Tirani ka kite nei i te ritenga o enei kupu. Ka tangohia ka wakaetia katoatia e matou. Koia ka tohungia ai o matou ingoa o matou tohu.

Ka meatia tenei ku Waitangi i te ono o nga ra o Pepueri i te tau kotahi mano, e waru rau e wa te kau o to tatou Ariki.

#### Preamble

Her Majesty, Victoria, Queen of the United Kingdom of Great Britain and Ireland, regarding with her Royal Favour the Native Chiefs and Tribes of New Zealand, and anxious to protect their just Rights and Property, and to secure to them the enjoyment of Peace and Good Order, has deemed it necessary, in consequence of the great number of Her Majesty's Subjects who have already settled in New Zealand, and the rapid extension of Emigration both from Europe and Australia which is still in progress, to constitute and appoint a functionary properly authorised to treat with the Aborigines of New Zealand for the recognition of Her Majesty's Sovereign authority over the whole or any part of these islands. Her Majesty therefore being desirous to establish a settled form of Civil Government with a view to averting the evil consequences which must result from the absence of the necessary Laws and Institutions alike to the Native population and to Her Subjects has been graciously pleased to empower and authorise me William Hobson, a Captain in Her Majesty's Royal Navy, Consul, and Lieutenant-Governor of such parts of New Zealand as may be or hereafter shall be ceded to Her Majesty, to invite the confederated and independent Chiefs of New Zealand to concur in the following Articles and Conditions.

#### Article the First

The Chiefs of the Confederation of the United Tribes of New Zealand and separate and independent Chiefs who have not become members of the Confederation, cede to Her Majesty the Queen of England, absolutely and without reservation, all the rights and powers of Sovereignty which the said Confederation or Individual Chiefs respectively exercise or possess, Territories as the sole Sovereigns thereof.

#### Article the Second

Her Majesty the Queen of England confirms and guarantees to the Chiefs and Tribes of New Zealand and to the respective families and individuals thereof, the full exclusive and undisturbed possession of the Lands and Estates, Forests, Fisheries, and other properties which they may collectively or individually possess, so long as it is their wish and desire to maintain the same in their possession; but the Chiefs of the United Tribes and the Individual Chiefs yield to Her Majesty the exclusive right of Pre-emption over such lands as the proprietors thereof may be disposed to alienate, at such prices as may be agreed upon between the respective proprietors and persons appointed by Her Majesty to treat with them in that behalf.

#### Article the Third

In consideration thereof, Her Majesty the Queen of England extends to the Natives of New Zealand Her Royal Protection and imparts to them all the Rights and Privileges of British subjects.

Now therefore, We the Chiefs of the Confederation of the United Tribes of New Zealand being assembled in Congress at Victoria, In Waitangi and We the Separate and Independent Chiefs of New Zealand claiming authority over the Tribes and Territories which are specified after our respective names having been made fully to understand the Provision of the foregoing Treaty, accept and enter into the same in the full spirit and meaning thereof. In witness of which, we have attached our signatures or marks at the places and the dates respectively specified.

Done at Waitangi, this sixth day of February in the year of Our Lord, one thousand eight hundred and forty.

#### **TE TIRITI O WAITANGI/THE TREATY OF WAITANGI 1840**

translated by Prof Hugh Kawharau

Victoria, the Queen of England, in her concern to protect the chiefs and the sub-tribes of New Zealand and in



her desire to preserve their chieftainship (1) arm their lands to them and to maintain peace (2) and good order considers it just to appoint an administrator (3) one who will negotiate with the people of Zealand to the end that their chiefs will agree to the Queen's Government being established over all parts of this land and (adjoining) islands (4) and also because there are many of her subjects already living on this land and others yet to come. So the Queen desires to establish a government so that no evil will come to Maori and European living in a state of lawlessness. So the Queen has appointed "me, William Hobson a Captain" in the Royal Navy to be Governor for all parts of New Zealand (both those) shortly to be received by the Queen and (those) to be received hereafter and presents (5) to the chiefs of the Confederation chiefs of the sub-tribes of New Zealand and other chiefs these laws set out here.

### **The First**

The Chiefs of the Confederation and all the Chiefs who have not joined that Confederation give absolutely to the Queen of England forever the complete government (6) over their land.

### **The Second**

The Queen of England agrees to protect the chiefs, the sub-tribes and all the people of New Zealand in the unqualified exercise (7) of their chieftainship over their lands, villages and all their treasures (8). But on the other hand the Chiefs of the Confederation and all the Chiefs will sell (9) land to the Queen at a price agreed to by the person owning it and by the person buying it (the latter being) appointed by the Queen as her purchase agent.

### **The third**

For this agreed arrangement therefore concerning the Government of the Queen, the Queen of England will protect all the ordinary people of New Zealand and will give them the same rights and duties (10) of citizenship as the people of England (11).

[signed] William Hobson Consul & Lieut. Governor

So we, the Chiefs of the Confederation of the subtribes of New Zealand meeting here at Waitangi having seen the shape of these words which we accept and agree to record our names and our marks thus.

Was done at Waitangi on the sixth of February in the year of our Lord 1840.

### **Footnotes**

(1) "Chieftainship": this concept has to be understood in the context of Maori social and political organization as at 1840. The accepted approximation today is "trusteeship".

(2) "Peace": Maori "Rongo", seemingly a missionary usage (rongo - to hear i.e. hear the "Word" - the "message" of peace and goodwill, etc).

(3) Literally "Chief" ("Rangatira") here is of course ambiguous. Clearly, a European could not be a Maori, but the word could well have implied a trustee-like role rather than that of a mere "functionary". Maori speeches at Waitangi in 1840 refer to Hobson being or becoming a "father" for the Maori people. Certainly this attitude has been held towards the person of the Crown down to the present day - hence the continued expectations and commitments entailed in the Treaty.

(4) "Islands" i.e. coastal, not of the Pacific.

(5) Literally "making" i.e. "offering" or "saying" - but not "inviting to concur".

(6) "Government": "kawanatanga". There could be no possibility of the Maori signatories having any understanding of government in the sense of "sovereignty" i.e. any understanding on the basis of experience or cultural precedent.

(7) "Unqualified exercise" of the chieftainship - would emphasise to a chief the Queen's intention to give them complete control according to *their* customs. "Tino" has the connotation of "quintessential".

(8) "Treasures": "taonga". As submissions to the Waitangi Tribunal concerning the Maori language have made clear, "taonga" refers to all dimensions of a tribal group's estate, material and non-material - heirlooms and wahi tapu (sacred places), ancestral lore and whakapapa (genealogies), etc.

(9) Maori "hokonga", literally "sale and purchase". Hoko means to buy or sell.

(10) "Rights and duties": Maori "tikanga". While tika means right, correct, (eg "e tika hoke" means "that is right"), "tikanga" most commonly refers to custom(s), for example of the marae (ritual forum); and custom(s) clearly includes the notion of duty and obligation.

(11) There is, however, a more profound problem about "tikanga". There is a real sense here of the Queen "protecting" (i.e. allowing the preservation of), the Maori people's tikanga (i.e. customs) since no Maori could have had any understanding whatever of *British* tikanga (i.e. rights and duties of British subjects.) This, then, reinforces the guarantees in Article 2.

## MEMBERSHIP

11. The following persons shall be eligible for membership:

(i) Any student of the University of Auckland who shall become a member upon payment of the annual subscription provided in these Rules.

(ii) All life members of the Association as defined by these Rules.

(iii) The President of the Association, who shall become a member on the day she or he assumes office as President and hold membership as President until the office of President is relinquished.

12. (i) The following persons shall be members for life.

(a) All Presidents of the Association upon relinquishment of office as such, provided that such office is held for a full term.

(b) Any other persons (whether previously members or not) as the Executive may with the consent of such persons by resolution elect as life members.

(ii) Such life members shall be exempt from payment of the subscription hereinafter mentioned but shall otherwise have all the rights, privileges and duties of other members and shall become members upon relinquishment of office or upon the passing of such resolution as the case may be.

## SUBSCRIPTION

13. (i) The Annual Levy shall be nil (\$0) including GST.

(ii) The Levy for one semester shall be nil (\$0) including GST.

(iii) Each member shall pay to the Registrar, the Secretary, or their agents on or before the last day of March each year an Annual Subscription equal to the Annual Levy or a Subscription equal to the Levy for one semester.

(iv) Any member whose subscription for the current financial year or current semester is unpaid after the 31st day of March in any year shall be barred from the exercise of any of the privileges of membership until such subscription shall be paid unless the Executive shall otherwise determine.

(v) Any member whose subscription for the current semester is unpaid after the 31st day of July in any year shall be barred from the exercise of any of the privileges of membership until such subscription shall be paid unless the Executive shall otherwise determine.

(vi) A member shall upon payment of their subscription be entitled to one and only one of the following options:

Either:

- (a) The member may approve the full subscription to remain with AUSA
- (b) The member may approve 50% of their Association Levy to be paid to Ngā Taurira Māori.

## **DURATION AND CESSATION OF MEMBERSHIP**

14. A member shall cease to be such immediately upon the happening of and of the following and in no other way.
- (i) If he/she dies or
  - (ii) If in the case of a member who is not a student his/her subscription for the current financial year is unpaid after the 31st March in any year or
  - (iii) If the Executive shall resolve that such member be expelled or excluded from membership on grounds of conduct unbecoming or unworthy of a member of the Association provided that any member so expelled shall have a right of appeal to the Association in General Meeting or
  - (iv) If the member shall deliver to the Secretary a notice in writing stating his/her desire to withdraw from membership, provided that such member shall be liable for the subscription and obligations of membership for the then current financial year and provided further that a member who is a student shall not be capable of resigning his/her membership except with the written authority of the Executive.

## **GENERAL MEETINGS**

15. (i) Notice of any General Meeting stating the date time and place thereof shall be given by the Secretary at least seven (7) days before the date fixed for any such meeting provided that at least five of these days shall be days on which lectures are scheduled for all faculties.
- (ii) The President, or in his/her absence the Administrative Vice President, or in his/her absence the Education Vice President, or in their absence a member appointed by the meeting on motion called for by the Secretary, or failing him/her any other member acting as temporary Chairperson for such purpose, shall be Chairperson at any General Meeting.
- (iii) (a) At any General Meeting two hundred (200) members present shall form a quorum except in the following circumstances:
- (i). When the Association consists of a total number of more than two hundred and fifty (250) members but less than one thousand (1000) members, in which case a quorum shall be formed by not less than one-fifth of the total number of members of the Association.
  - (ii). When the Association consists of a total number of less than 250 members, in which case fifty (50) members present shall form a quorum.
- (b) If such quorum be not present within thirty (30) minutes of the time appointed for the meeting, no business may be discussed or dealt with and the meeting shall lapse and further if during the course of the meeting it be pointed out to the Chairman that there are less members present than the quorum required in Rule 15(iii)(a) and if the Chairperson on making a check finds this to be the case the meeting shall lapse.
- (iv) Subject to the provisions of this rule, the procedure at all General Meetings shall be governed by the Rules contained in the First Schedule hereto which shall be and shall be deemed to be part of these Rules.
- (v) For the purposes of Rule 7(ii), any motion passed at a General Meeting shall, unless it is inappropriate because of the nature of the motion, be a matter in which the members as a body are interested.
- (vi) Any decision made by a General Meeting or a binding Referendum, will be binding on the Association and the Executive, in accordance with Rule 23.

## **ORDINARY GENERAL MEETINGS**

16. There shall be held annually two (2) Ordinary General Meetings: the Autumn General Meeting held in the Semester One and the Winter General Meeting held in the Semester Two.
17. (i) The Autumn General Meeting shall be held before the end of March in Semester One, the time, date, and place of such meeting to be fixed by the Executive.
- (ii) At this meeting the following substantive business shall be transacted in the order now given, that is to say:
- (a) The adoption, if thought fit, of the Annual Balance Sheet and Statements of Accounts.
  - (b) The adoption, if thought fit, of the Annual Report of the Executive, for the previous Association year.
  - (c) Any business of which notice has been given which may properly be dealt with by the meeting.
  - (d) Any business which may be brought forward and for which notice is not required.
18. (i) The Winter General Meeting shall be held in Semester Two before the mid-Semester break, the time date and place of such meeting to be fixed by the Executive.
- (ii) At this meeting the following substantive business shall be transacted and in the order now given, that is to say:
- (a) The appointment of Auditors for the previous financial year and the Honorary Solicitor for a period of 12 months.
  - (b) Any business of which notice has been given which may properly be dealt with by the meeting.
  - (c) Any business which may be brought forward for which special notice is not required.
19. If for any reason the business required to be transacted at the General Meeting or the Winter General Meeting is unable to be transacted at the appropriate meeting it shall be transacted at the next subsequent Ordinary General Meeting or at a Special General Meeting convened for this purpose.

## **SPECIAL GENERAL MEETINGS**

20. (i) A Special General Meeting may be called at any time during a Semester by a motion of the Executive.
- (ii) The Executive shall then duly convene a Special General Meeting to be held on a date when lectures are scheduled for all faculties provided that it be no fewer than seven (7) days and not later than twenty-one (21) days after the Special General Meeting is called.
21. (i) Twenty (20) members of the Association (hereinafter called "the petitioners") may also call a Special General Meeting by giving the Secretary signed notice requiring the Secretary or the Executive to call such a meeting and setting forth the words or effect of all motions proposed to be moved thereat.
- (ii) On receipt of such notice the Secretary shall within the first two days when lectures are scheduled for all faculties make and post on the notice-board a copy thereof, and shall also forthwith summon a meeting of the Executive to be held to discuss such notice.
- (iii) Within the first two days when lectures are scheduled for all faculties after the receipt of such notice by the Secretary the Executive shall duly convene a Special General Meeting to be held on a date when lectures are scheduled for all faculties and not later than twenty-one (21) days after receipt of petitioners notice.
- (iv) If the Executive does not so convene a Special General Meeting, the petitioners may themselves convene such a meeting to be held not later than twenty-eight (28) days after the receipt of the notice by the Secretary and at a time when lectures are scheduled for all faculties by a notice signed by two or more of the petitioners

instead of by the Secretary, but in all other aspects complying with these rules.

(v) If by virtue of the provisions of these rules a Special General Meeting cannot be held within twenty-eight (28) days after the receipt of the petitioners' notice at a time when lectures are scheduled for all faculties, then the Special General Meeting may be held after twenty-eight days have elapsed at a time within ten (10) days of the earliest date when lectures are scheduled for all faculties.

22. The notice convening any Special General Meeting shall specify the nature of the business intended to be transacted thereat in any manner sufficient to give reasonable notice of the purpose thereof, and although the words of any proposed resolution shall be given in any such notice, any amendment thereof or other motion dealing with the same matter shall be in order. Notwithstanding anything to the contrary in any other rule no business may be transacted at a Special Meeting other than that specified in the notice convening the meeting.

## REFERENDA

23A. The Executive, or any member of the Association, may put forward a motion to be voted on by Referendum.

23B. Subject to Rules 23C-23M, a referendum may amend these Rules, without needing recourse to General Meetings.

23C. Regardless of anything in Rules 23D-23M, any referendum at which fewer than 400 students cast valid votes will be indicative only and not binding on the Association.

23D. **Process for conducting Referenda**

The Association must hold two referenda each year, one per Semester. Members of the Association may submit questions over a two-week submission period.

23E. **Questions from the Association Members**

Questions will be submitted to the Student Engagement Officer. The Student Engagement Officer must seek legal advice within five working days, where practicable, of the end of the submissions period. Once legal advice has been received, questions are determined by the Executive to be binding, non-binding or disqualified, in accordance with Rules 23F and 23G. A written explanation must be provided for the reason associated with each decision.

23F. The Executive may disqualify questions:

(a) Where the question is:

- i. Frivolous
- ii. Contrary to the Constitution;
- iii. Unfair in their effect on individual persons;
- iv. Biased or leading;
- v. Contrary to the Association's charitable objects;
- vi. Substantially similar to another question that has been received or asked in the previous referendum;
- vii. Unable to be clearly answered with a "yes" or "no" response;
- viii. Made in relation to the recognition of any student group not in accordance with AUSA policy on this; or
- ix. Otherwise not in alignment with the Association's values or interests in serving students inclusively, proactively and positively.

and

(b) Where a motion to disqualify a question is passed with at least an 80% majority at an Executive meeting.

23G. Questions will be binding, unless they are concerned with governance, financial, constitutional or human resources matters. Non-binding results will be indicative only, and must be approved, amended or rejected by the Executive.

- 23H. The Association must remain impartial in relation to referendum motions submitted by Association members, and no person or body may seek to represent the views of the Association in campaigning.
- 23I. **Questions from the Executive**  
The Executive may submit binding amendments to these Rules, if the relevant motion has been passed with an 80% majority at an Executive meeting.
- 23J. In accordance with Rule 5.1, these Rules may only be repealed, altered, added to, or amended if carried by a majority of at least two-thirds of valid votes.
- 23K. **Student Engagement Officer to Conduct Referenda**  
If the Student Engagement Officer calls for a referendum to take place, the Student Engagement Officer becomes charged with conducting the referendum in an open, transparent, and integral manner in accordance with these Rules and any policy the Executive in its exclusive jurisdiction adopts governing the conduct of referenda, and the Student Engagement Officer:
- (a) shall act as Returning Officer for Referenda (provided that the Executive may appoint some other member to be Returning Officer) and the provisions of these Rules relating to Returning Officers will, so far as is reasonable or possible, apply to the Student Engagement Officer when so acting; and
  - (b) must:
    - (i) remain strictly impartial in relation to the referendum;
    - (ii) encourage Craccum to engage in coverage of the referendum and the issues to be considered at the referendum, and must take all reasonable steps to publicise the occurrence of the referendum, the question to be put to the membership, the voting period, and the means of voting through media controlled by the Association in a fair and impartial manner;
    - (iii) following the conclusion of the election, in their capacity as Returning Officer, promptly announce the results of the referendum to all members and direct any person or body to give effect to the result of the referendum, if the referendum is binding on the Association.
- 23L. **Question to be Answered in the Negative if Voting in Referendum Tied**  
Where the valid votes cast in a referendum are tied, the question put to the membership will be answered in the negative.
- 23M. **Executive to Adopt Policy Governing the Conduct of Referenda**  
The Executive must adopt policy governing the conduct of referenda before the beginning of the next submissions period that occurs after this Rule comes into effect in order to, in addition to any other matter the Executive considers fit:
- (a) establish the means by which voting is to be conducted, ensuring that whatever method is adopted offers all members a reasonable chance to participate and vote; and
  - (b) provide for a reasonable appeals procedure against decisions made by any person under these Rules or under any policy made by the Executive under these Rules that may affect the outcome of any referendum;
  - (c) regulate the conduct of campaigns by members in relation to referenda and provide for a complaints procedure to allow for alleged breaches of campaign regulations to be brought to the attention of the Student Engagement Officer in their capacity as Returning Officer and to allow them to:
    - i. Investigate complaints; and
    - ii. Impose penalties on members, but only of a financial nature, for proven breaches of campaign regulations.

## **ANNUAL REPORT AND BALANCE SHEET**

24. (i) At some time before the end of the year the President shall prepare a report dealing briefly with the activities of the Association during the Association Year this to be presented to the following Autumn General Meeting.

(ii) Such report shall then be placed before the Executive for its approval before the end of the Association Year and before being presented to such meeting for adoption.

(iii) Such report need not deal with or refer to money matters.

25. (i) As soon as possible after the close of each Financial Year and before the Autumn General meeting the Accountant shall prepare a Balance Sheet showing the Assets and Liabilities of the Association as at the last day of such Financial Year and a Statement of Income and Expenditure and a Statement containing particulars of all mortgages charges and other securities affecting any of the property of the Association at the close of the said year.

(ii) Such Balance Sheet Statement and other accounts shall then be submitted with the books of account to the auditors for audit; they shall then be placed before the Executive for its approval (together with the auditors' certificate and comments, if any) before being presented to such General Meeting for adoption.

(iii) The Secretary shall make a copy of the Balance Sheet Statement and other accounts available for all members to view before the General Meeting.

## AUDITORS

26. The Books of the Association shall be audited at the end of each Financial Year by the Association Auditors, who shall be duly qualified Chartered Accountants with the meaning of "The Institute of Chartered Accountants of New Zealand Act 1996", and who shall be appointed annually at the Winter General Meeting.

## EXECUTIVE MEMBERSHIP

27. (i) The conduct and control of the business and affairs of the Association shall be vested in the Executive except as to such matters as are specifically reserved by these Rules to a General Meeting.

(ii) The Executive shall comprise:

(a) the Officers set out in rule 27(iii);

(b) the holders of the Portfolios set out in rule 27(iv);

(c) the Secretary

(iii) The Officers of the Association are:

(a) President,

(b) Administrative Vice President,

(c) Education Vice President,

(d) Welfare Vice President,

(e) Treasurer

(f) Maori Students' Officer

(iv) The Portfolios are:

(a) Culture and Communications Officer,

(b) Environmental Affairs Officer,

(c) International Students Officer (who shall be either: (a) an international student, or (b) a student born outside New Zealand and who immediately prior to enrolling at a University in New Zealand was a resident of a country other than New Zealand).

- (d) Queer Rights Officer,
- (e) Student Engagement Officer,
- (f) Women's Rights Officer (who shall be a female member or group of female members),
- (g) Pacific Island Students' Officer,
- (h) Political Engagement Officer,
- (i) Epsom Representative (who shall be a student studying at Epsom campus)
- (j) Grafton Representative (who shall be a student studying at the Grafton campus)
- (k) President Elect (who shall be a non-voting member from the date of his/her election until he/she assumes office as President)."

(v) Every position set out in rules 27 (iii) and (iv) must be held by an individual member of the Association, subject to the exceptions in rule 28.

(vi) Subject to any other provisions in these rules, all positions on the Executive (except the Secretary) shall be held during the whole of one Association Year.

28. (i) The position of Maori Students' Officer, Pacific Island Students' Officer, and Women's Rights Officer may be held by an individual member of the Association, or a group of up to two members of the Association, such a group will be known as a collective.

(ii) A collective shall be treated as an individual member of Executive as far as possible.

(iii) Should one of the members of a collective cease to be part of the collective then the collective shall be deemed to have resigned as a whole.

(iv) A member of a collective shall cease to be a member of a collective in the same manner, or for the same reasons as an individual member of Executive may cease to hold office.

(v) A member of a collective shall cease to be a member of a collective should they be elected to another position on Executive.

(vi) Should a member of the Association be a member of more than one collective, then they shall give written notice to the Secretary stating of which collective they will remain a member. They shall cease to be a member of all other collectives.

## EXECUTIVE MEETINGS

29. The Executive shall if possible meet weekly during semester when lectures are held, and at least fortnightly when lectures are not held.

30. (i) An Ordinary Meeting of the Executive may be called at any time by the President or Secretary or by any three (3) members of the Executive.

(ii) During each Semester at least forty-eight (48) hours notice and during vacation at least seventy-two (72) hours notice of any such meeting shall be given to each member of the Executive.

(iii) Such notice shall state the date, time and place of such meeting but not necessarily the nature of any business to be discussed thereat.

31. (i) An Emergency Meeting of the Executive may be called at any time by the President or Secretary or by any three (3) members of the Executive, provided that some written or verbal notice is given to as many members of the Executive as is practicable in the circumstances.



(ii) Such meetings shall have the full power of the Executive in regard to the formal business and to such business as may be specified in the notice calling the meeting.

32. (i) The President, or in his/her absence the Administrative Vice President, or the Education Vice President, or in their absence a member of the Executive appointed by the meeting on motion called for by the Secretary, or failing him/her any other member of the Executive acting as temporary Chairperson for such purpose shall be Chairperson at any Executive Meeting.

(ii) At any Executive Meeting an attendance of not less than seven (7) members of the Executive shall form a quorum competent to transact the business of the meeting; and if such quorum be not present within fifteen (15) minutes of the time appointed for the meeting no business may be discussed or dealt with and the meeting shall lapse and be void for all purposes and further if during the course of the meeting it be pointed out to the Chairperson that there are less than seven members present and if the Chairperson on making a check finds this to be the case the meeting shall lapse.

33. The procedure at meetings of the Executive shall be according to the Standing Orders in the First Schedule hereto which shall be and be deemed to be part of these Rules, and in so far as such Standing Orders do not extend the Executive shall have full power to determine and regulate its own procedure.

## EXECUTIVE POWERS

34. The powers herein conferred on the Executive do not extend to the affairs of Craccum which shall be governed by the Craccum Administration Board as constituted by the Seventh Schedule hereto which shall be and shall be deemed to be part of these Rules. The Craccum Administration Board is hereby given full and complete power over and control of all business activities of Craccum.

35. (i) Subject to the provisions of Rule 33 the Executive shall have and is hereby given full and complete power over and control of all business and activities of the Association.

(ii) The Executive shall have power to and may from time to time appoint and remove agents, delegates, and committees and may delegate to them either generally or for a particular purpose or time the full powers or part of the powers of the Executive in relation to any matter.

(iii) The Executive shall have the power to and may do all things deemed by it to be necessary or expedient for the fulfilment of any of the objects of the Association, including the power to make rules for the discipline, good order, and running of the Association and its members.

(iv) The Executive shall have the power to and may hear and determine in such manner as in its absolute discretion it may deem fit disputes and differences between members, between affiliated bodies, and between members and affiliated bodies, and all such members and affiliated bodies shall be bound by its decisions thereon.

(v) The Executive shall have the power to and may for any reason deemed by it sufficient impose on any member a fine not exceeding three hundred dollars (\$300) together with the cost of any damage caused by such a member (such fine to be a debt immediately payable by such member for the then current Financial Year and such fine shall then form part of such subscription for all purposes, PROVIDED however that in all cases, the matter from which the said disciplinary proceedings resulted occurred in an area subject to the control and jurisdiction of the Association. A member may choose instead of paying the fine, to undertake work for the Association, as determined by Executive, with hours to the value of the fine set.

36. (i) The Executive shall have the power to delegate the powers conferred upon it by Rule 35(v) to a Disciplinary Committee (hereinafter called "The Committee") which shall consist of the President or in his/her absence Administrative Vice President (who shall be Chairperson), another member of the Executive appointed for this purpose by the Executive, a University Staff member appointed by Executive, and an independent expert appointed by Executive.

(ii) The Committee shall have the power to exercise all the powers conferred on the Executive under Rule 35(v).

(iii) The Committee shall meet at such times as the Chairperson deems fit and shall have power to regulate its own procedure.

(iv) Any person upon whom the Committee has imposed a penalty may appeal to the Executive on any of the following grounds:

(a) That the decision of the Committee is unreasonable or cannot be supported having regard to the evidence.

(b) That the penalty imposed by the Committee was excessive or inappropriate.

(c) That the Committee did not grant that person a fair hearing **provided that** those members of the Committee which pronounced the decision appealed from shall not participate in the voting on the decision reached by the Executive.

(v) The Executive may after hearing any appeal brought under Clause (iv) hereof:

(a) Confirm, modify or reverse the decision appealed from; and/or

(b) Confirm, modify or nullify any penalty imposed.

(vi) Nothing in clause (v) shall affect existing contracts between AUSA and other parties which contracts were made prior to the passing of Rule 35(v).

(vii) A Disciplinary Committee shall be called during each Semester by the Executive on giving to the Secretary or of a notice signed by (20) members requiring the Executive to convene such Committee, stating the general matter that the Committee shall reconsider.

37. (i) The Executive shall have the power to and may for any purpose make contracts, engage and dismiss servants, control the property of the Association, and acquire and dispose of property of all kinds.

(a) The Executive shall have the power to delegate some or all of these powers in paragraph 37(i) to the Secretary of the Association

(ii) The Executive shall have power to, and may by agent or otherwise: demand, sue for, enforce payment of, receive, and give discharge for all monies, securities for monies, debts, stocks, shares and all other real or personal estate now belonging or hereafter to belong to the Association or claimed so to belong; to commence and carry on all actions and other proceedings touching the real or personal property of the Association or in which the Association is in any way concerned; and settle, compromise, or submit to arbitration all accounts, claims, and disputes between the Association and any other person or persons.

(iii) The Executive shall have power to and may borrow for the purposes of the Association from any person or persons, bank, or corporation any sum or sums of money on the security of all or any of the property of the Association by mortgage, charge, bond, overdraft, or other manner upon such terms as the Executive shall deem fit.

(iv) The Executive shall have power to and may by resolution authorise the affixing of the Common Seal of the Association to securities and other documents, receipts, releases, and discharges for monies payable to the Association or for the satisfaction or compromise of any claims or demands of the Association.

(v) The Executive shall have power to appoint such Trustees for such periods as it deems fit for the control of any Trusts or Funds formed for the benefit of the Association, and shall have power to make provision for their removal, retirement, or rotation as it deems fit.

38. (i) The Executive shall control the funds of the Association and shall authorise all expenditure save that the Executive shall each year allocate to the Craccum Administration Board for the production of Craccum a sum agreed on by the Executive and the Craccum Administration Board or such sum as is decided by the Autumn General Meeting of the Association if no agreement can be reached. This sum shall be administered by the Association but shall be controlled solely by the Craccum Administration Board who shall authorise all expenditure there from.

(ii) Cheques drawn on the Association's Banking Account shall be signed by the Secretary or the Accountant and one of the President, the Administrative Vice President and the Treasurer.

- (iii) All monies received by the Association shall forthwith be paid into the Association's Bank Account.
39. (i) The Executive shall have power to invest all or any of the funds of the Association from time to time being in their hands as follows and not otherwise:
- (a) By banking same in the current account of the Association.
  - (b) By placing same on fixed or term deposit, and/or accounts, in any bank in New Zealand.
  - (c) By investing same upon any security authorised for Trustee investments by the provisions of "The Trustees Act 1956" or any statutory re-enactment or amendment thereof.
  - (d) By investing the same in the share capital of a company or other association of persons formed to carry on the business of a bookseller and stationer in or adjacent to the University grounds.
  - (e) By investing same by way of loan or of purchase of shares in a company or a registered charitable trust formed to provide accommodation for students.
  - (f) By investing same by providing loans to the New Zealand Union of Students' Associations, University Sport New Zealand, the Auckland University Bookshop Limited, or any company in which the Auckland University Students' Association holds at least fifty percent (50%) of the share capital.
  - (g) By investing same by way of loan or purchase of shares in a company formed to publish magazines or newspapers.
40. (i) All resolutions of the Executive and all acts and things duly done or executed in good faith there under shall be binding upon all members of the Executive whether present at any such meeting or not and upon all property and assets of the Association **provided that** such resolution shall not be shown to be ultra vires the Executive or made in bad faith or with any improper motive.
- (ii) The fact that any such resolution is made in pursuance of any recommendation of a General meeting shall be conclusive evidence of good faith and of the absence of any improper motive.
- (iii) Every such resolution shall take effect as from the date when it is passed by the Executive **provided that** the Executive shall have power to fix any prior or subsequent date as the date of such coming into effect.

## EXECUTIVE MEMBERS' RIGHTS AND DUTIES

41. (i) The President shall be President of the Association, Chairperson of any General Meeting and Chairperson of the Executive, and shall be responsible for the general supervision of the affairs of the Association.
- (ii) The Administrative Vice President shall assist the President in his/her duties, shall be responsible for Executive-Staff liaison, and between the Executive and other bodies such as Student Forum and other student associations.
- (iii) The Education Vice President shall be responsible to the Executive for all matters concerned with education.
- (iv) The Welfare Vice President shall be responsible to the Executive for all matters concerned with the welfare of students.
- (v) The Treasurer shall supervise the financial affairs of the Association and the financial work of the Accountant and shall be Chairperson of the Finance Committee appointed by the Executive as provided in the Fourth Schedule hereto which shall be and shall be deemed to be part of these Rules.
- (vi) The Maori Students' Officer shall be responsible for all matters that concern the Maori students of this University
42. (i) The Secretary shall act as Secretary of the Association at any General Meeting, of the Executive and of all Committees of the Executive to which no other person has been appointed as Secretary.

(ii) The Executive shall from time to time appoint (and may remove) a person to the Secretary of the Association, on such terms as to remuneration and service and duration of employment and otherwise, as the Executive shall think fit.

(iii) The position of Secretary may be a separate appointment, or may in the Executive's discretion be combined with the position of General Manager. Where the positions are thus combined, all references in these Rules to Secretary shall be taken to be references to the person employed as the General Manager of the Association.

(iv) (a) The Secretary shall keep all necessary or usual minutes (or equivalent records), copies of all correspondence, and such other books, papers, and records as may be required by these Rules or by the Executive and shall retain in the safe an authentic copy of this constitution and at the time of filing alterations, additions, or amendments in accordance with the Act will annotate and re-index this copy to be known as "The Authentic Copy" and mark therein the date at which such alterations, additions, or amendments were made and a reference to the Minutes of the General Meeting recording same.

(b) The Secretary shall see that all meetings, notices, and other acts and things required by these Rules are duly summoned given and done and shall do all things in his/her power to carry into effect the provisions of these Rules.

(c) The Secretary shall act as Returning Officer for Executive Elections and Referenda (provided that the Executive may appoint some other member to be Returning Officer) and the provisions of these Rules relating to Returning Officers shall so far as is reasonable or possible apply to the Secretary when so acting.

(d) The Secretary as such shall not vote or be entitled or permitted to vote in General Meeting or the Executive provided that where the voting is evenly divided he/she shall have and shall exercise a casting vote when acting as Chairperson as provided in these Rules.

(e) The Secretary shall not be counted in estimating whether a quorum is present in a General Meeting or the Executive.

(f) The Secretary shall be a member of the Association during his/her term of office as such but shall not during such time be liable to pay any subscription in respect of such membership.

43. (i) The Culture and Communications Officer shall be responsible to the Executive for such matters that concern the Association that are connected with cultural and artistic activities and pursuits, and for the Executive for the due management and control of all matters relating to Association publications and broadcasting controlled by the Association and shall be Chairperson of the Craccum Administration Board and the Media Complaints Tribunal as provided respectively in the Seventh and Eighth Schedules hereto which shall be and shall be deemed to be part of these Rules.

(ii) The Environmental Affairs Officer shall be responsible to the Executive for such matters that concern the Association that are connected with the environmental affairs of New Zealand and the Earth.

(iii) The International Students Officer shall be responsible to the Executive for such matters that concern the Association that are connected with international students.

(iv) The Queer Rights Officer shall be responsible to the Executive for all matters that concern the Association that are connected with queer rights.

(v) The Student Engagement Officer is responsible for the conducting of online referenda, identifying the issues and needs of the student body and ensuring these concerns are reflected in Executive decision-making, and holding regular events on campus designed to both promote the Association's activities and provide entertainment for students.

(vi) The Women's Rights Officer shall be responsible to the Executive for all matters that concern the Association that are connected with women's rights.

(vii) The Pacific Island Students' Officer shall be responsible for all matters that concern the Pacific Island students of this University.

(viii) The Political Engagement Officer shall be responsible to the Executive for promoting the engagement of members with all matters that concern the Association connected to domestic and international political affairs.

(ix) The Epsom Representative shall be responsible to the Executive for all matters that concern students studying at Epsom and Tai Tokerau campuses.

(x) The Grafton Representative shall be responsible to the Executive for all matters that concern students studying at the Grafton campus.

## **EXECUTIVE ELECTION AND APPOINTMENT**

44. (i) The members of the Executive other than the Secretary, Māori Students' Officer, Women's Rights Officer, Pacific Island Students' Officer, Epsom Representative, and Grafton Representative, shall be elected annually by means of a general and secret ballot of the members conducted according to the Rules contained in the Second Schedule hereto, which shall be deemed to be part of these Rules.

(ii) The Secretary shall not be elected but shall be appointed and removed by resolution of the Executive and upon such terms as to remuneration and duration of employment and otherwise as the Executive may deem fit; and nothing in the next two succeeding Rules shall apply to the position of Secretary.

(iii) The Maori Students' Officer shall not be elected but shall be appointed and removed by Ngā Taurira Māori (NTM) according to any rules that they may make for that purpose; and nothing in Rule 46 parts (i) and (ii) or in Rule 45 part (i)(c) or (d) shall apply to the position of Maori Students' Officer.

(iv) The Pacific Island Students' Officer shall not be elected but shall be appointed and removed by the Pacific Island Students' Association (PISA) according to any rules that they make for that purpose; and nothing in Rule 46 parts (i) and (ii) or in Rule 45 part (i)(c) or (d) shall apply to appointment of the Pacific Island Students' Officer.

(v) The Women's Rights Officer shall be elected annually by means of a general and secret ballot of the female members conducted according to the Rules contained in the Second Schedule hereto, which shall be and shall be deemed to be part of these Rules.

(vi) The Epsom Representative shall not be elected but shall be appointed and removed by the Epsom Tai Tokerau Student Association according to any rules that they may make for the purpose; and nothing in Rule 46 parts (i) and (ii) or in Rule 45 part (i)(c) or (d) shall apply to the position of Epsom Representative.

(vii) The Grafton Representative shall be elected annually by means of a general and secret ballot of students studying at Grafton campus, conducted according to the Rules contained in the Second Schedule hereto, which shall be and shall be deemed to be part of these Rules; and nothing in Rule 45 part (i)(c) or (d) shall apply to the position of Grafton Representative.

## **EXECUTIVE VACANCIES**

45. (i) The position held by any member on the Executive shall be vacated on the happening of any of the following events and from the occurrence thereof:

(a) If such member ceases to be a member of the Association.

(b) If such member gives the Secretary notice tendering his/her resignation and such notice is accepted by the Executive.

(c) If such member fails to attend two consecutive Ordinary Meetings of the Executive to which he/she has been duly summoned unless he has first obtained from the Executive leave of absence in respect of any such meetings or in respect of any period of time during which any of such meetings is held.

(d) If at any Special General Meeting duly called for the purpose a resolution is passed to the effect that such member does not possess the confidence of the Association.

(e) If such member is elected or appointed to any other position on the Executive (other than the position

of President-Elect) during his/her term of office in the former capacity.

(ii) Where any member of the Executive is removed from office by a vote of no confidence under 45 (i) (d) hereof then such Special General Meeting may also fill the vacancy thereby created or may direct the Executive as to the determination to be made under Rule 46(i).

46. (i) When a vacancy occurs during the Academic Year in respect of any position on the Executive then the Executive shall determine whether this vacancy shall be filled by means of a by-election.

(a) If the Executive determine that this vacancy shall be filled by means of a by-election this election shall be conducted according to the rules contained in Part I of the Second Schedule hereto.

(b) The member elected or appointed according to this rule shall, subject to any provision to the contrary contained elsewhere in these Rules, hold office for the remainder of the Association Year.

(ii) When a vacancy occurs outside the Academic Year in respect to a position on the Executive then the Executive shall have power to and may summarily appoint any member of the Association to fill such vacancy as an interim Executive member, either temporarily until such time as the vacancy can be filled according to the provisions of Rule 46(i) or until the end of the Association Year whichever shall be the sooner.

(a) Any member so appointed shall have all the normal powers and duties of that Executive position or such other powers and duties as the Executive may prescribe but shall not become a member of the Executive by virtue of this appointment and shall not be entitled to move motions or to vote at meetings of the Executive.

(iii) Where no quorum remains or where after the creation of such a vacancy two Ordinary Meetings of the Executive have been duly summoned and have lapsed for want of a quorum, the Secretary shall convene a Special General Meeting for the purpose of filling all vacant positions on the Executive.

## **AFFILIATED BODIES**

### **47. Association Will Not Support Student Bodies and Groups that Are Not Affiliated**

No body or group of students may receive a grant from Association funds, and the Association will not support the granting of any funds intended for the improvement of students' experiences and the furthering of students' interests, unless that body or group is or becomes affiliated to the Association in accordance with these Rules.

### **48. Faculty Associations to be Affiliated Bodies**

Faculty Associations, which AUSA recognises as catering to the needs of their student members within the context of their faculties and departments in the same manner that AUSA caters to its student members within the category, are deemed to be affiliated for the purposes of these Rules.

### **49. Eligibility for Affiliation**

In order to become affiliated, a body or group must have and maintain a policy of allowing all University of Auckland students to apply for membership, at least 70% of its members must be students of the University of Auckland, and at least two thirds of its executive members or other officeholders must be current students of the University of Auckland.

### **50. Process for Applying for Affiliation**

Any body or group meeting the requirements for affiliation may apply to become affiliated by giving written notice of their desire to affiliate to the Clubs & Societies Officer, which notice must state the name of the body or group, the names and offices of its officeholders, briefly describe the purpose, history, and activities of the club or body, and certify that the body or group fulfils the requirements for affiliation.

### **51. Requirements for Consulting Membership**

Having received an application to affiliate, the Clubs & Societies Officer will consult all members of the Association as to their views as to whether that body or group should be allowed to affiliate with AUSA by whatever means the Student Engagement Officer considers most likely to encourage student engagement with the matter and to be fair, transparent, democratic, and accountable, with strong consideration to be given to holding an indicative ballot polling all members for their opinion on affiliation.

### **52. Executive to Approve or Decline Affiliation**

Once the Clubs & Societies Officer considers that the membership has been adequately consulted, within fourteen days of receiving an application for affiliation, they must bring a motion at a meeting of the Executive to approve the application for affiliation. In the absence of any objections raised by the membership, the Executive must approve affiliation or, where objections have been raised, consider the substance of those objections and then decide whether allowing affiliation will advance the objects of the Association and promote the improvement of students' experiences.

## **MINUTES AND RECORDS**

53. (i) The Secretary shall keep minutes and/or equivalent records in which shall be recorded all the transactions and decisions of all General Meetings and of all meetings of the Executive respectively.
- (ii) In respect of each such meeting the Secretary shall record in the appropriate minutes or records:
- (a) The nature of such meeting.
  - (b) The date, time and place of such meeting.
  - (c) The number and names of the members present and an indication as to the name of the member of the chair.
  - (d) The fact of confirmation of any Minutes.
  - (e) The text of every motion and amendment which was duly moved and seconded thereat.
  - (f) A statement or note showing whether such motion or amendment was lost or carried and showing also the name of any member who has expressly desired that his/her dissent thereto or his abstention from voting thereon be recorded, and also, if the motion is a contentious issue as defined in Rule 23(i), a statement or note showing that this is the case.
  - (g) The fact and details of any adjournment.
  - (h) The fact of the giving of any notice or motion.
  - (i) Details of the declaration of all elections required to be declared at such meeting.
  - (j) The receipt discussion adoption nature and effect of any notice, resignation, report, letter or any other document discussed or adopted thereat.
  - (k) All such other matters and things as are or may be usually conveniently or properly recorded in the Minutes of any proceedings.
54. It shall be a duty of the Secretary to see that the Minutes of any meeting are duly confirmed by the next succeeding meeting and are signed as correct by the Chairperson of such next succeeding meeting.

## **COMMON SEAL**

55. The Common Seal of the Association shall be that appointed by the Executive and shall be kept in the custody of the Secretary and shall be affixed to any deed, document, or instrument only in pursuance of a resolution of the Executive and in the presence of the Secretary and two members thereof who shall thereupon sign such deed, document or instrument as attesting witnesses.

## **NOTICES**

56. (i) All notices required or authorised by these Rules to be given shall be given in writing.
- (ii) All notices required or authorised by these Rules to be given to the Secretary shall be so given

(a) By delivery thereof to the Secretary; or

(b) By delivery thereof at the office, addressed to the Secretary.

(iii) All notices required or authorised by these Rules to be given to any individual member whether as such or as a member of the Executive or of any Committee thereof or otherwise shall be so given:

(a) By delivery thereof to such member; or

(b) By delivery thereof at the last known business, private, or University address of such member; or

(c) By the posting thereof in a prepaid letter addressed to such member at his/her last known or usual business, private, or University address and any notice so posted shall be deemed to have been delivered notwithstanding anything contained in these Rules to the contrary at the time when the letter would in the ordinary course of post be delivered.

(iv) All other notices required or authorised by these Rules to be given whether for the calling of nominations or the notification of dates of elections of General Meetings or otherwise shall be so given by posting up such notices on the notice-boards.

## **COLOURS**

57. The colours of the Association shall be Heraldic Blue and Silver.

## **WINDING UP**

58. In the event of the winding up of the Association, all the real and personal property of the Association after payment of all costs, debts and liabilities, shall not be distributed among members of the Association but shall vest in the University upon trust for such charitable purposes within New Zealand as the University may in its discretion decide.



# FIRST SCHEDULE – STANDING ORDERS

## STANDING ORDERS

### Interpretation of Standing Orders

1. In these Standing Orders, unless inconsistent with the context:

"Leave" shall mean "leave granted by the meeting by motion carried by a majority of at least two-thirds of the members voting".

"Majority" shall mean "A majority of the members excluding there from the Chairperson except where required to cast".

"Meeting" shall mean "Any Ordinary or Special General Meeting or any Ordinary or Emergency Meeting of the Executive or any meeting of any committee of the Association".

"Member" shall mean "Any member present at a meeting and entitled to vote" and shall include the Chairperson except in the computation of a majority (unless required to cast).

"Motion" shall mean "A proposition beginning with the word "that" proposed at any meeting by one member and thereupon seconded by another member".

"Orders" shall mean "These Standing Orders".

"Resolution" shall mean "A motion passed or agreed to at any meeting by the requisite majority"

### General Conduct of Business

2. (i) The business of every meeting shall be conducted in accordance with these Rules of the Association and subject only to such Rules in accordance with these Standing Orders.  
(ii) Any matter or question of order or procedure not provided for or not fully provided for by the Rules or Standing Orders shall be determined by the Chairperson by a ruling.  
(iii) All business (unless otherwise provided by the Rules or Standing Orders) shall be brought forward discussed and dealt with in the form of a motion and no such business shall be discussed or dealt with until so brought forward.  
(iv) Any Standing Order may by leave be suspended or varied at any meeting in respect of such meeting or any part thereof.
3. (i) The Chairperson shall maintain order in the meeting and the Chair shall be heard without interruption.  
(ii) The Chairperson shall not permit to be discussed and shall rule out of order all matters that do not pertain to the question before the meeting or to the business of the meeting.  
(iii) The Chairperson shall by ruling refuse to receive any notice of motion of a frivolous or offensive nature and shall by ruling suppress any frivolous or offensive letters or documents.  
(iv) The Chairperson shall by ruling determine any matter dispute or question as to order and procedure.  
(v) Any member may at any time rise and speak to a point of order and the Chairperson shall rule thereon.  
(vi) The appointment where necessary of a Chairperson shall take precedence of all other motions whether formal or substantive and of all other business whatsoever.  
(vii) At any time during the meeting, the Chairperson (or any Acting Chairperson under this Rule) may, unless any member present objects, appoints a member to be Acting Chairperson either temporarily or for the remainder of the meeting. In the event of an objection to the appointment by a member, the leave of the meeting shall be obtained for the appointment of an Acting Chairperson.

## Motions

4. (i) Except where otherwise provided by the Rules any motion may be moved without notice ***provided that*** except with leave motions of which notice has been given shall be dealt with before motions of which notice has not been given.  
  
(ii) Any notice of motion shall lapse if such motion is not forthcoming when called for at the appropriate time by the Chairperson.  
  
(iii) No notice shall be taken or record made of any motion proposed unless such motion shall be seconded forthwith upon its being proposed or moved, except in the case of a foreshadowed motion.  
  
(iv) In the case of a *pro forma* motion, (that is, one seconded purely for the purpose of allowing discussion on it,) the mover of the motion shall be allowed to speak; but the motion shall not proceed to further debate or to a vote unless it then receives from the *pro forma* seconder a formal unqualified seconding, in the absence of which the motion shall lapse.
5. (i) When any motion has been duly moved and seconded it shall immediately be proposed to and placed before the meeting by the Chairperson for discussion and except as otherwise provided in these Rules the Chairperson shall not have power to decline to place such motion before the meeting.  
  
(ii) When any motion has been so proposed to and placed before the meeting it shall not be withdrawn except by leave of the meeting and with the consent of the mover and seconder thereof, except in the case of a *pro forma* motion.  
  
(iii) Only one motion shall be placed before the meeting at a time except as otherwise provided by these Orders.
6. (i) When a motion has been lost, a motion to the same effect or the same in substance shall not be moved at the same meeting without leave.  
  
(ii) When a motion has been withdrawn by leave, it may be again moved at the same meeting or any subsequent meeting.  
  
(iii) Where any notice of motion has lapsed, notice of such motion may be again given at any time.  
  
(iv) Where a motion has been passed, such Resolution and the business thereby dealt with may be reconsidered rescinded and discussed at the meeting at which such motion was passed only with leave.

## Amendments

7. (i) At any time during the debate or discussion on any motion an amendment may be moved thereto, without in any case necessity for any notice thereof, provided -
  - (a) That such proposed amendment shall not be ruled as unreasonable by the Chairperson; and
  - (b) That such proposed amendment shall not constitute a direct negative of the motion; and
  - (c) That only one such proposed amendment shall be before the meeting at any time; and
  - (d) That no amendment may be moved to a formal motion except as otherwise provided by these Rules.  
(ii) Any amendment shall be moved seconded proposed discussed put and decided upon in the same manner as if it were a motion and these Standing Orders shall apply thereto as to a motion provided -
  - (a) That no amendment may be moved to an amendment except with leave;
  - (b) That this Order shall be subject to any other Order to the contrary.
8. (i) When any amendment is passed, the original motion shall thereby be amended to incorporate such amendment and the motion as so amended shall then be further discussed debated and dealt with as if it were the original motion.

(ii) Formal or consequential alterations or amendments rendered necessary by any amendment may be made by the Chairperson or Secretary.

## Voting

9. (i) When the discussion, if any, on any motion is concluded the Chairperson shall put the motion to the meeting.
- (ii) Those in favour of the motion shall first be called on by the Chairperson and shall say "Aye" and those of the contrary opinion shall then be similarly called on and shall say "No".
- (iii) The Chairperson shall then declare the motion carried or lost as it his/her opinion the "Ayes" or the "Nos" have it in the requisite majority.
- (iv) Except as provided in the next two succeeding Orders such declaration shall be final.
10. (i) The Chairperson may instead of putting the motion to the voices, and he/she shall if any member immediately disputes his/her declaration on the voices, call for a show of hands first from those in favour of the motion and then from those of the contrary opinion.
- (ii) The Chairperson shall by him/herself, or with the assistance of tellers nominated by him/her for that purpose, count the votes on each side and shall declare the motion carried or lost accordingly, and such declaration shall be final.
- (iii) Immediately upon such declaration any member may demand that the number of votes for and against the motion respectively be announced, and they shall be then deemed to form part of such declaration.
11. (i) Instead of voting by a show of hands, a Ballot or a division may be held with leave.
- (ii) Where leave is granted the votes shall be counted and a declaration of the result made as is provided by subsections (ii) and (iii) of the last preceding Order.
12. (i) Every member other than the Chairperson may exercise one vote.
- (ii) All votes shall be exercised in person only, *i.e.* proxy voting is not to be permitted.
- (iii) Where a bare majority is required and the votes for and against are equal in number then the Chairperson shall have and shall exercise a casting vote and shall determine and declare the result accordingly.
13. (i) The Chairperson may rule that a complicated motion be put to the meeting in parts and it shall then be so put by the Chairperson.
- (ii) Where error or confusion arises in connection with any vote, the Chairperson may rule that another vote be taken and such shall then be done.
- (iii) A member wrongly counted may require the names or number of members to be corrected and the Chairperson shall rule for and make any necessary correction **provided that** the objection must be made immediately and before the next business is proceeded with.

## Debate

14. (i) Any question of order that may arise during the meeting shall be decided by the Chairperson by a ruling.
- (ii) Any member called to order by the Chairperson shall immediately cease to speak and shall resume his/her seat, unless permitted by the Chairperson so speak.
15. (i) Any member may speak to a motion, or upon moving or seconding a proposed motion, or upon a question of order arising in debate.
- (ii) No member may speak to a motion after voting has actually commenced.

(iii) No member may speak to any motion or upon any question of order more than once provided

(a) That the mover of any substantive motion (but not of any amendment nor of any formal motion) may speak not only upon moving such motion but also by way of reply after the conclusion of the debate and before the motion is put to the meeting, but where there is no debate, the mover of the substantive motion shall not have a right of reply; and

(b) That the seconder of a motion may first formally second such motion and may speak to the motion later in the debate if he/she so desires; and

(c) That the Chairperson may permit any member to raise a point of explanation or a point of information or ask a question of another member.

(iv) Any member may speak for five minutes but no longer unless with leave, provided -

(a) That the mover of any substantive motion (but not of any amendment or formal motion) may speak for ten minutes but not longer unless with leave; and

(b) That no discussion, amendment or debate whatsoever shall be allowed on any formal motion except as provided by these Orders.

(v) The Chairperson may speak to a motion only in order to make a personal explanation or an explanation or an explanation as to the matter under debate; and if the Chairperson shall desire to take further part in any debate he/she shall first leave the Chair and cease to be Chairperson until such motion has been disposed of and shall then resume the Chair and in the interim the Chair shall be filled or taken in such manner or by such person as if such Chairperson were absent from the meeting.

(vi) Every member desiring to speak shall address him/herself to the Chair.

(vii) When two or more members desire to speak, the Chair shall call upon the member who, in the Chair's opinion, first indicated a desire to speak.

### **Formal Procedural Motions**

16. (i) Motions shall be and shall be deemed to be formal 'procedural' motions if to the effect of any of the following propositions that is to say:

(a) That the meeting do now adjourn.

(b) That the meeting do now proceed with the next business.

(c) That the meeting do now resolve itself in a committee of the whole.

(d) That the question be now put.

(e) That a named member be heard.

(f) That leave be granted for any of the purposes for which leave is required or allowed by these Rules.

(g) That the ruling of the Chairperson be disagreed with.

(h) That the meeting has no confidence in the Chairperson.

(i) That the motion be tabled.

(j) That strangers be excluded.

(ii) All other motions shall be and shall be deemed to be substantive motions.

(iii) Except in cases to which Rule 21 of these Standing Orders applies, a formal 'procedural' motion shall not be moved while anyone is speaking to a motion.

(iv) The mover of a formal 'procedural' motion shall have no right of reply.

(v) The mover of a formal 'procedural' motion cannot be debated or amended and, subject to Rule 21(ii), if it is carried, the motion shall take effect immediately.

### **Motion to Foreshadow**

17. "Foreshadowed Motion" means a motion of which notice is given on, before or during a debate on another motion, and which is contrary to, or significantly differs from, the intention of the original motion. If the original motion is carried, the foreshadowed motion lapses; but if the original motion is lost, the foreshadowed motion is dealt with as the next business, **provided that** (except where moved by the Chair) it is seconded before being placed before the meeting by the Chair. In speaking against the original motion, the mover (and seconder, if any) of a foreshadowed motion may explain the foreshadowed motion. "Foreshadowed amendment" has a corresponding meaning.

### **Motion to Adjourn**

18. (i) A motion to adjourn may be made during the debate on any substantive motion or when no motion is before the meeting but may not be made until any amendment before the meeting has been disposed of.

(ii) Where any motion to adjourn contains and mentions a time until or a place to which such meeting is to be adjourned then in respect of such time and place only amendments may be moved and discussion allowed as on a substantive motion.

(iii) Any debate interrupted by such adjournment shall thereupon be adjourned until the meeting is resumed.

### **Motion for Next Business**

19. (i) A motion to proceed with the next business may be made during the debate on any substantive motion but shall not be proposed until any amendment before the meeting has been disposed of.

(ii) If such motion be carried the substantive shall lapse as if not seconded and no record of such motion or of any amendment thereto shall be recorded and the next business shall be proceeded with.

(iii) The mover of the motion for next business and the mover of the substantive motion but no other shall be entitled to speak to the motion for next business.

### **Motion for Committee of the Whole**

20. (i) At any time during the debate on any substantive motion but not until any amendment thereto has been disposed of a motion may be moved that the meeting do resolve itself into a Committee of the Whole.

(ii) Upon the passing of such motion the meeting shall thereupon discuss and debate such substantive motion in committee and shall report thereupon in the form of a statement capable of being moved as a motion to the Open meeting which shall forthwith adopt or reject such report on motion to that effect and such report shall then constitute the resolution on such substantive motion.

(iii) The Rules of these Orders shall as far as possible be observed in Committee of the whole except only that there shall be as to substantive motions or amendments thereto no restrictions as to the length or number of speeches.

(iv) The proceedings of a committee of the whole shall not be reported or recorded

### **Motion for Closure**

21. (i) At any time during the debate on any substantive motion or any amendment thereto a member may give notice of intention to move a motion for closure (that is, a motion that the question now be put). Any speaker then speaking to the substantive motion or amendment shall be permitted to finish speaking and the Chairperson shall then by ruling forthwith determine whether or not to allow the motion for closure to be moved, having regard to whether there has been sufficient debate.

(ii) If such motion be carried the mover of such substantive motion or amendment shall be entitled to make a reply to such substantive motion or amendment if he/she is otherwise entitled to do so and such substantive motion or amendment shall then be immediately put by the Chairperson without further debate or amendment.

(iii) If such motion be lost the debate on such substantive motion or amendment shall be resumed and such motion shall not without leave be again moved during debate on such substantive motion or amendment.

(iv) A Motion of Closure may not be moved by the mover or seconder for any motion or amendment to which it is applied; nor when it is applied to an amendment may it be moved or seconded by the mover or seconder of the original motion.

### **Motion to Hear Member**

22 (i) At any time during the debate on any substantive motion or on any amendment thereto a motion may be made that a particular person to be mentioned by name be heard.

(ii) If such a motion be passed the Chairperson shall forthwith call on such person to speak whether such member has been previously called to order or not provided that such member has then in any event a right to speak.

23 The motion known as the 'previous question' (*i.e.* that the motion be not now put) may not be moved.

### **Motion to Grant Leave**

24 (i) At any appropriate time during a meeting a motion may be moved for the purpose of granting leave in any case where these Orders provide that leave may be given for any purpose.

(ii) The mover and the seconder of such motion and the Chairperson shall alone be entitled to speak to any such motion.

(iii) Where it is provided in these Standing Orders that any act or thing may be done by leave of the Meeting, such act or thing may also be done under the authority of, and by, leave granted summarily by the Chairperson on the application or request of any member and such leave granted by the Chairperson shall have the same force and effect as leave granted by meeting as provided in these Standing Orders provided that any member may forthwith upon the granting of such leave by the Chairperson object to the granting of such leave or may require that the question of such leave be decided by the meeting and upon such objection or request being so made the leave granted by the Chairperson shall be void and of no effect and such leave may then be granted by the meeting only.

(iv) No record need be kept of any leave granted summarily by the Chairperson and where it appears that any act matter or thing has been made or done which should not have been made or done without leave then such leave shall in all cases be conclusively presumed to have been granted.

25 The motion 'that the Speaker be no longer heard' may not be moved.

### **Motion to Disagree with Ruling**

26 (i) Immediately after the giving of any ruling by the Chairperson and whether or not any motion substantive or formal or any amendment thereto is before the meeting but not while any motion under this order or the next succeeding Order is then before the meeting a motion may be moved to the effect that the Chairperson's ruling be disagreed with.

(ii) The Chairperson shall immediately the motion has been seconded, vacate the Chair in favour of an Acting Chairperson.

(iii) Only the mover and the seconder of the motion may speak to it and the original Chairperson shall then reply and explain his/her ruling.

(iv) After the Chair has replied, the motion shall be put to the vote without further debate, in the following form "THAT the Chairperson's ruling be upheld".

(v) If the motion to uphold the Chairperson's ruling is lost, the Chairperson shall then, upon resuming the Chair, give a different ruling in respect of the subject matter of the original ruling.

### **Motion of No Confidence in Chairperson**

- 27 (i) At any time during a meeting whether any motion substantive or formal or any amendment thereto is then before the meeting or not but not while any motion under this or the last preceding Order is before the meeting, a motion may be moved to the effect that the meeting has no confidence in the Chairperson (as such).
- (ii) The Chairperson shall immediately the motion has been seconded, vacate the Chair in favour of an Acting Chairperson.
- (iii) Only the mover and seconder of the motion may speak to it and the original Chairperson shall then reply.
- (iv) After the Chairperson has replied, the motion shall be put to the vote without further debate, in the following form: "That the Meeting has no confidence in the Chairperson".
- (v) If the motion to express no confidence in the Chairperson is carried, the Chairperson shall at once vacate the Chair and shall cease to be Chairperson of such meeting but may remain as a member if otherwise so entitled.

### **Motion to Table**

- 28 (i) A motion to table may be made during the debate on any substantive motion or on any amendment thereto.
- (ii) Where any motion to table contains and mentioned a time or date to which the matter is to be tabled then in respect of such time and date only amendments made be moved and discussion allowed as on a substantive motion.
- (iii) Except as provided in the preceding sub-clause the mover of such a motion and the mover of the substantive motion and the Chairperson but no other shall be entitled to speak thereto.
- (iv) If such a motion be passed no further debate shall be permitted on the substantive motion or on any amendments thereto and these shall be recorded in the Minutes of the meeting as having been tabled and shall be brought forward for further debate at the meeting specified in the motion or at the next ordinary meeting if no other time or date is specified by the motion.

### **Motion to Exclude Strangers**

- 29 (i) A motion to exclude strangers may be moved during the debate on any substantive motion or on any amendment thereto or when no motion is before the meeting or at any other appropriate time during a meeting but not while any other formal motion is before the meeting.
- (ii) If such motion be carried all persons other than members shall leave the meeting and no persons other than members shall be present at the meeting until such time as the meeting resolves to readmit strangers.
- (iii) No meeting and no act matter or thing done or transacted thereat shall be invalidated or in any way affected by any breach or non observance of this Standing Order.

### **Committees**

- 30 (i) Any committees delegates or agents to be appointed under the provisions of the Rules may be so appointed by resolution.
- (ii) On any motion for such appointment the Chairperson may and shall if any member so demands rule and direct that such appointment be made by ballot.
- (iii) Such ballot shall then be taken in such manner as the Chairperson may rule, and where there is an equality of votes but not otherwise, the Chairperson shall exercise a casting vote.

(iv) The mover of the resolution setting up any such committee shall (subject to any provision to the contrary in these Rules) be the Chairperson of such committee, provided that the meeting may then or subsequently appoint any other member of such committee to be Chairperson thereof.

(v) The necessary and sufficient quorum of any such committee shall subject to any rule or regulation to the contrary be five members thereof or one-half of the members thereof (including in each case the Chairperson and Secretary thereof in the computation of the membership) which ever shall be the less.

(vi) The procedure of any such committee insofar as it is not otherwise determined by the Rules shall as far as possible be governed by these Standing Orders.

### **Breaches of Order**

31 (i) The Chairperson may at any time during the meeting rule that any named member is or has been guilty of a breach of order.

(ii) The meeting in such a case may resolve on motion moved forthwith upon the giving of such ruling and whether any motion formal or substantive or any amendment thereto is then before the meeting or not -

(a) That no further notice be taken of such breach; or

(b) That the member named be asked to apologise; or

(c) That the member named be expelled from the meeting and excluded there from for the remainder of the meeting or for a specified interval or until an apology is offered to the meeting.

(iii) Such a resolution may be carried into effect and the validity of the proceedings shall not in any way be affected thereby provided that a quorum still remains.

### **Order of Business**

32 (i) At all General Meetings the order of business shall be:

(a) Election of a Chairperson if this is necessary.

(b) The confirmation of the Minutes of the last preceding meeting, which may be decided upon informally and not necessarily upon motion unless a motion be demanded by any member.

(c) In the case of any Ordinary General Meeting the business prescribed to be conducted thereat by the Rules and in the order also thereby prescribed concluding with General Business.

(d) In the case of any Special General Meeting, the business for which such meeting has been called and in the order set forth in the notice calling such meeting.

(ii) At all meetings of the Executive the order of business shall be:

(a) Election of a Chairperson if this is necessary.

(b) In case of Ordinary Meeting:

(i) The confirmation of the minutes of the last preceding Ordinary Meeting and any subsequent Emergency Meetings.

(ii) Business arising out of the Minutes.

(iii) Motions of which notice has been given.

(iv) General Business.

(c) In the case of an Emergency Meeting, the business only for which such meeting has been called.



## **Miscellaneous**

### **Point of Order**

33. At any time any member may address the Chairperson on a point of order (such as a breach of Standing Orders, or irrelevance on the part of the speaker), but must immediately state that he/she is raising a point of order and must confirm observations to the point of order raised. A point of order must be raised immediately the breach occurs. A member called to order should be given the opportunity to explain and the Chairperson may allow others to speak, briefly, but new matter must not be debated. The Chairperson's ruling on a point of order is final (and may not be discussed), subject always to a motion to disagree with the Chairperson's ruling.

### **Point of Personal Explanation**

34. By permission of the Chairperson, and when no other person is speaking, any member who has already spoken on the particular motion under debate may speak briefly in personal explanation of a remark or action of hers/his which in his/her opinion has been queried, misquoted, distorted, or taken out of context, but must state concisely the point he/she wishes to explain and must keep to that point. The member may not interrupt any other speaker in order to explain, nor may the member employ additional arguments.

### **Point of Information**

35. By permission of the Chairperson and when no other person is speaking, any member may speak briefly to correct any substantial error of fact that has been stated to the meeting. The member must state concisely the point he/she wishes to correct and must keep to that point. The member may not interrupt any other speaker in order to explain, nor may the member employ additional arguments.

### **Questions**

36. By permission of the Chairperson and when no other person is speaking, questions relating to the matter under discussion may be put to the Chairperson or through the Chairperson to any member but the Chairperson may disallow any questions he/she thinks should not be put. Speeches may not be interrupted for the purpose of asking questions.

# SECOND SCHEDULE – ELECTIONS

## ELECTION RULES

### Part I General

(This part shall apply to all Executive Elections and to Elections for the position of Editor of Craccum.)

1. All members shall be eligible for nomination election and re-election for any position provided -
  - (i) That their subscriptions have been paid before nomination;
  - (ii) That in the case of the Treasurer, they shall have passed at least two accounting papers of the University of Auckland or the academic equivalent of this;
  - (iii) That they fulfil the requirements of rule 27; and
  - (iv) That at the time of nomination, they shall be a student at The University of Auckland.
2.
  - (i) All nominations must be made in writing and signed by at least three (3) members other than the nominee.
  - (ii) The Secretary shall accept such nominations only as appear to him/her to be of persons eligible under these Rules and to comply with these Rules in all respects, but shall treat such nominations in confidence before closure of nominations.
  - (iii) The withdrawal of a nomination as from twenty-four hours before nominations close until the time of notification of the election results is an offence punishable by the Disciplinary Committee pursuant to Rule 36.
  - (iv) Forthwith after the closing of such nominations, the Secretary shall prepare duplicate lists containing under the headings of the various positions to be filled, lists in alphabetical order of the persons duly nominated for each position, followed in each case by the name of his/her nominators and shall thereupon post one such list upon the notice-board and shall retain another in the office and shall allow all members to inspect such list upon request, and shall arrange for a copy of such a list to be posted on the Association website and social media channels, provided that the posting or retention of such notice shall not be essential to the validity of the election.
  - (v) The Secretary of the Association is empowered to declare any nominations invalid should the candidate stand on any name other than that under which he/she was enrolled. However, the Returning Officer may at his/her absolute discretion grant an exception on application to permit a candidate to use an alternative name for the purposes of voting papers.
3.
  - (i) Where one or members has been duly nominated for any position an election shall be held as provided by these Rules.
  - (ii) Where one person stands for a position there shall be a category 'no confidence', where more than one candidate stands there shall be a category 'no confidence in any of these'. Should this category receive more votes for any position than the number of votes for the candidate receiving the greatest number of votes, no one shall be declared elected.
  - (iii) In all elections there shall also be a category "no vote".
  - (iv) Where no nominations are received for a position, then the nomination period for the relevant position(s) shall be extended for an additional two (2) days on which lectures are scheduled.
  - (v) Where a position is left unfilled either because of sub-clause 3(ii) or because no valid nomination has been received within the extended nomination period specified in sub-clause 3(iv) , then that vacancy shall be filled by means of a by-election in accordance with the provisions of Rule 46 of the Constitution. If practicable this shall be done before the taking of office of the new Executive.

4. The Secretary or some other member appointed by the Executive shall act as Returning Officer as provided for in Rule 42(iv)(c).
5.
  - (i) Each year as soon as possible and before the dates fixed for the closing of the nominations the Secretary shall prepare a roll of all the members, who in each case are not in arrears with their subscriptions.
  - (ii) Sufficient true copies of the roll shall be updated and handed to the Returning Officer by the Secretary at least twenty-four (24) hours before the time fixed for the commencement of polling.
  - (iii) Members whose names are duly entered upon the roll shall on presentation of their identity card be entitled to vote.
  - (iv) Persons shall be permitted to enrol as members during the polling period, and subsequently vote in that election, if they fulfil the requirements of rule 11(i). One (1) polling booth shall be designated for persons on the roll to enrol and vote.
6.
  - (i) The Secretary or Returning Officer shall post on the notice-board a notice appointing the days on which the ballot is to be held specifying the hours during which voting may take place and such days and such hours shall accordingly be days and hours for polling.
  - (ii) The Executive shall be responsible for communicating such notice of hours of voting as widely as practicable through the Association's normal channels of communication, such as newsletters, the Association website and social media pages.
  - (iii) Voting shall be held at such place or places as may be decided upon by the Returning Officer or Secretary.
  - (iv) In all not less than twelve (12) hours (not necessarily consecutive) shall be allowed for voting, this shall include at least one hour after 5pm on at least one day.
  - (v) Every member duly enrolled as herein provided shall be entitled to exercise one vote only and in person only, provided that only female members shall be entitled to vote for the position of Women's Rights Officer.
7.
  - (i) The Returning Officer shall be entrusted with the whole conduct of the election.
  - (ii) The Returning Officer shall be provided by the Secretary immediately upon the closing of nominations with a list of the names of the members duly nominated for each office.
  - (iii) The Returning Officer shall have power to and shall -
    - (a) Appoint such deputies poll clerks scrutineers and other assistants and with such powers and duties as he/she shall see fit;
    - (b) Provide ballot papers and ballot boxes in such number and such form as he/she shall deem requisite and suitable;
    - (c) Exclude from voting all persons whose names do not appear to him/her to be duly enrolled provided that the Returning Officer shall permit any person to vote who appears to him/her to be entitled to be so enrolled;
    - (d) Provide for the due secrecy and peaceful nature of the ballot in such manner as he/she shall deem fit;
    - (e) Direct and regulate the manner of voting and of recording votes;
    - (f) Arrange for and superintend the counting of votes and disallow votes not recorded in the specified manner or not sufficiently clear in his/her opinion;
    - (g) Retain and safely keep all votes and at the end of fourteen (14) days after the conclusion of polling such votes shall be burnt unless a recount is demanded as provided by Rule 9 of this Schedule;
    - (h) Generally to do all things necessary expedient or advisable in his/her opinion for the proper conduct of the election.

(iv) The Returning Officer shall comply with any regulations not inconsistent with these Rules duly made by the Executive amplifying or specifying more particularly his/her powers and duties hereunder.

(v) All acts and things done by the Returning Officer for any such purpose shall be deemed to be done by him/her under the direction and authority of the Executive.

8. (ii) After the conclusion of the poll the Returning Officer shall have the votes counted and recounted forthwith behind locked doors and in the presence of counters and scrutineers only and shall within twenty-four (24) hours after the conclusion of the time for polling give to the President or Secretary notice stating the person elected to each position and also containing in case of each office a statement as to the number of valid votes cast for each candidate.

(i) In the election for each position the person who receives the most votes shall be and shall be declared by the Returning Officer to be elected and in the case of an equality of votes the Returning Officer shall determine by lot the successful candidate.

(iii) The Secretary shall forthwith post on the notice-board a notice stating the names of the successful candidates for each position and stating the number of valid votes cast for each candidate.

(iv) The Executive shall be responsible for communicating notice of the names of the successful candidates through the Association's normal channels of communication, such as newsletters, the Association website and social media pages, and at the Association's next Winter or Autumn General Meeting

9. (i) At any time within seven (7) days after the conclusion of polling any candidate and five members may deliver a notice to the Secretary demanding from the Executive either a recount of their position or a new election upon grounds stated fully in such notice.

(ii) A recount shall in all cases be granted by the Executive if so demanded and shall be conducted by the Returning Officer in the presence of three (3) disinterested persons appointed by the Executive for that purpose.

(iii) A new election shall be granted by the Executive only if by a two-thirds majority of those present and entitled to vote it decides in its absolute discretion that the grounds stated were likely to have affected the result of the election. It is at the discretion of the Executive whether the new election shall be granted only for that candidate's position, or for all positions.

(iv) The manner, conduct, determination and effect of any recount shall be such as may be decided upon by the Executive. Any new election shall be conducted as far as is practicable in accordance with these Rules.

(v) No demand for a recount shall be valid unless accompanied by a deposit of fifty dollars (\$50), which shall be returned to the applicant if the recount should result in a different candidate being declared the winner, or at the Executive's discretion.

(vi) Every re-election shall in any event be completed within two weeks during which lectures are scheduled after the receipt by the Secretary of such demand and if not so completed the original election shall stand and be valid for all purposes.

10. The Executive shall ensure that the date and time of closing of nominations and the date or dates of the polling day or days and the date the time and place of election meetings are publicised as widely as possible in the form of posters, publications, online media and other means; such advertisements to be displayed at least seven days before each of these dates.

11. The Executive shall arrange for at least one public candidates' forum to be held in a suitable place at either 1pm in the afternoon of a suitable day shortly before any election, and all election candidates shall be invited to address this meeting and to answer questions from the members.

12. The Executive shall arrange for information about candidates to be published online and in print where practicable and shall invite all election candidates to provide information for such publications.

13. No member shall be permitted to hold more than one position on the Executive simultaneously, nor a

position on the Executive and the position of Editor of Craccum simultaneously.

## **Part II Annual Elections**

13. The Secretary shall post on the notice-board, on the first day of Semester Two lectures, a notice calling for nominations for the positions of the Officers of the Executive, that is to say, President, Administrative Vice President, Education Vice President, Welfare Vice President, and Treasurer, and for the positions of the Portfolio Members of the Executive, that is to say all remaining positions on the Executive and for the position of Editor of Craccum
14. The elections for all positions shall be held simultaneously in one of the last two weeks of lectures prior to the mid-semester break in Semester Two, or in the second week of lectures following the mid-semester break.
15. (i) Each Executive shall prepare a report with a recommendation as to which week specified in the previous clause shall be set for the election the following year.  
  
(ii) The Executive shall set the election date by the end of February of that year.  
  
(iii) If the Executive fails to comply with the previous sub-clause, the election shall be the last week of lectures prior to the mid-semester break in Semester Two.
16. Nominations for all positions shall close no less than one week during which lectures are scheduled, and no more than two weeks during which lectures are scheduled, prior to the commencement of polling.
17. (i) Any member may be nominated for more than one position provided that they shall be nominated for only one Officer position (that is to say, President, Administrative Vice President, Education Vice President, Welfare Vice President and Treasurer).  
  
(ii) Such candidate shall indicate to the Returning Officer by a notice in writing made and signed by him/her at the time of his/her nomination his/her nominations in order of preference.  
  
(iii) In the event of one candidate being successful in more than one ballot he/she shall be declared elected to the position shown highest in his/her order of preference herein before mentioned and in such case the candidate polling the next highest number of votes for the position thus left vacant shall be declared elected to such position.

## **Part III Term**

18. (i) The officers and members of the Executive and the Editor of Craccum elected under the foregoing provisions shall commence their term of office on the first day of January of the year following their election to continue until 31 December of the same year.  
  
(ii) The President-elect shall be a non-voting member of the Executive as from the date of his/her election until he/she assumes office.

## **Part IV By-Elections**

19. Where the Executive determines that a vacancy shall be filled by means of a by-election under rule 46(i)(a) of the Constitution, that by-election shall be held in accordance with Part 1 of this Schedule so far as is practicable, subject to clause 20 of this section.
20. (i) Once the Executive determines that a by-election is to be held, nominations shall open as soon as practicable.  
  
(ii) Nominations shall remain open for at least three days on which lectures are held.  
  
(iii) Polling will commence not less than three days on which lectures are scheduled and not more than fourteen days after the close of nominations.

## THIRD SCHEDULE – COMMITTEES

### Committees of the Association

1. The following provisions shall apply to all committees of the Association, except the Executive, the Disciplinary Committee, the Finance Committee and the Education Action Group.
2. (i) The Committee shall be appointed as soon as possible in the Association Year.  
(ii) The appointment of every member other than the Chairperson and members *virtute officio* shall be made or approved by the Executive.

### Membership of the Committees

3. (i) The Chairperson shall be a member of the committee.  
(ii) Where a Chairperson is not hereinafter provided for, the Executive shall appoint a Chairperson.  
(iii) The President, Administrative Vice President, Education Vice President, Welfare Vice President, Treasurer, Maori Students' Officer or their nominees, shall be members of the committee *virtute officio*.  
(iv) The committee shall consist of at least seven (7) persons apart from members *virtute officio*.  
(v) The committee shall consist of at least five (5) members who are not also members of the Executive.  
(vi) The quorum at all meetings of the Committee shall be five(5) members hereof except that when the committee is considering grants to any body the quorum must include at least two Executive members, one of whom shall be the Treasurer or the Administrative Vice President.  
(vii) The Executive may by special resolution vary the requirements of sub-clauses (iv) or (v) hereof and vary the quorum under sub-clause (vi) in relation to any particular committee for the duration of any particular year.  
(viii) The Secretary of the committee shall be appointed by the Chairperson from the members of the committee, and shall be responsible for keeping the minutes and notifying members of the committee of the times and dates of each meeting.  
(ix) The Executive may at any time revoke the appointment of any member of the committee who is not a member of the Executive.  
(x) The rules as to vacancies in the Executive shall apply *mutatis mutandis* to the committee, subject to the approval of new appointees by the Executive.
4. (i) The committee shall meet at such times as the Chairperson shall deem fit.  
(ii) All meetings shall be conducted in accordance with these Rules and in particular with the Standing Orders.  
(iii) The Rules as to the minutes of meetings of the Executive shall apply *mutatis mutandis* to the committee.
5. Notwithstanding anything provided elsewhere in these Rules, the committee shall not make any expenditure or incur any liabilities on behalf of the Association in any way whatsoever without prior approval of such expenditure in detail by the Executive.
6. The committee shall have power to make recommendations to the Executive on any matter directly or indirectly concerned with its particular power or duties.
7. (i) Following each meeting of the committee, the Chairperson shall forward to the Association Secretary and Administrative Vice President a copy of the minutes of the meeting.  
(ii) Reports and full accounts of the activities of the committee shall be presented to the Executive on demand.  
(iii) Where the committee is responsible for any particular institution or activity such as Tournament, the

Capping Carnival, "Craccum", *etc.*, the committee shall furnish a report and full accounts of this institution or activity as soon as possible after completion of its other duties in connection therewith.

## FOURTH SCHEDULE - FINANCE

### The Finance Committee

1. The Finance Committee (hereinafter called "the Committee") is hereby given the following powers:

(i) To consider and report on all financial matters concerning the Association.

(ii) To make recommendations to the Executive regarding financial matters.

2. The Committee shall consist of the Treasurer, and office holders of the Association, the Accountant, the Secretary and students appointed by the Executive.

The quorum for all meetings shall be five (5) of whom one must be either the Treasurer or Administrative Vice President and one either the Accountant or Secretary.

3. The Treasurer shall be the Chairperson of the Committee during his/her tenure of office as such.

4. The member other than a member *virtute officio* shall cease to be such if he/she is absent without leave for three consecutive meetings.



## **FIFTH SCHEDULE - CLUBS AND SOCIETIES SUPPORT FUND**

1. Clubs and societies and other approved entities (bodies) wishing to apply for grants may make application to a committee established by agreement between the University and AUSA presently known as The Clubs and Societies Grants Committee (CSGC) (or such other committee or body which may be formed to replace it)
2. The application shall be made in the manner from time to time prescribed by the CSGC and grants may be made from a fund agreed to from time to time by AUSA and the University of Auckland (the agreed fund).
3. Applications to the CSGC may be made by bodies whether or not affiliated to AUSA pursuant to the provisions relating to affiliation in the Constitution, but no payment of any grant may be made until such body has gained affiliation in terms of relevant provisions.
4. Executive may in its discretion authorise payment of a grant to any affiliated body of such sum and upon such terms it may deem fit provided that any grant so authorised shall not be paid from the agreed fund.

# SIXTH SCHEDULE

## **SEVENTH SCHEDULE - CRACCUM**

### **Publication**

1. The Association shall publish a magazine "Craccum", which shall be administered by the "Craccum Administration Board" herein known as the Board.

### **Function and Powers**

2. The Board shall be responsible for the administration and oversight of Craccum.
3. The Board shall be responsible to the Association in General Meeting for:
  - (i) Directing all business and other transactions of Craccum; and
  - (ii) The distribution of Craccum.
4. The Board shall comply with any decision of the Media Complaints Tribunal.

### **Membership of the Board**

5. Voting Members of the Board shall be:
  - (i) The AUSA Culture and Communications Officer;
  - (ii) The AUSA President, or their permanent nominee (who shall be an Executive Member);
  - (iii) The current Craccum Editor(s);
  - (iv) A previous Editor of Craccum to be appointed by the AUSA Executive on the recommendation of the Board;
  - (v) Two current AUSA members to be elected by the members of the Association;
  - (vi) Two independent members with industry expertise to be appointed by the AUSA Executive on the recommendation of the Board; and
  - (vii) The Craccum Technical Editor.
6. In the instance that the office of Editor is held by two elected co-editors, those persons shall be entitled to exercise only one vote between them in matters before the Board.
7. In addition to the voting members enumerated, non-voting members of the Board who shall be entitled to speaking rights at all meetings shall be:
  - (i) The Acting Editor;
  - (ii) The Editor(s)-elect;
  - (iii) The Craccum Advertising Manager.
8. Any member, excluding the elected Editors, shall be deemed to have vacated their office as a member of the Board if, without good cause as determined by the Board, they fail to attend either:
  - (i) Two consecutive duly convened meetings of the Board; or
  - (ii) Three meetings of the Board in a calendar year.

### **Terms of Office**

9. Subject to clauses 10 and 11, all members' terms shall expire at the end of the Calendar year in which they become a member of the Board.
10. The membership of the Editor(s)-Elect shall commence on the date of their election and expire at the time of their assuming office as Editor(s) of Craccum, at which point they shall assume membership of the Board ex officio as Incumbent Editor(s) of Craccum.
11. The term of an independent member as specified in 5(vi) shall be determined by the Board at the time of their appointment, provided that:
  - (i) No member is appointed for a term of longer than three years; and
  - (ii) For the purposes of continuity, the terms of the two independent directors do not terminate simultaneously or within three months of each other.

## **Chairperson of the Board**

12. There shall be a Chairperson of the Board, who shall be elected by a majority of the Board's voting members.
13. Should the position of Chairperson of the Board become vacant, the election of a Chair shall be their first item of business at the next meeting of the Board. In the meantime, the Association's Culture and Communications Officer, or in the instance that this is not possible, the President, shall serve as Acting Chairperson until such time as the position is filled.
14. The Chairperson shall have a casting vote but not a deliberative vote.
15. The Chairperson shall ensure that the minutes of each meeting of the Board are published within fourteen days of that meeting, and shall co-ordinate the taking of any action required to be taken in connection with business transacted at a meeting of the Board.
16. The Chairperson shall be responsible for giving notice of meetings to all members.

## **Meetings of the Board**

17. The Board shall meet at least once a month during the Academic Year.
18. At least 48 hours notice must be given to members of the Board for all valid meetings.
19. Quorum for a meeting of the Board shall be five voting members.

## **Appointments and Vacancies of the Editor**

20. The Editor(s) shall be annually elected pursuant to the Rules contained in the Second Schedule hereto, subject to their signing a contract with the Association satisfactory to the Board prior to assuming office.
21. The Editor(s) shall cease to hold office if:
  - (i) At any Special General Meeting duly called for the purpose in a manner pursuant to these Rules, a resolution is passed to the effect that the Editor(s) do(es) not possess the confidence of the Association; or
  - (ii) The Editor(s) table a letter or resignation at any meeting of the Board.
22. Where more than one person holds office as Editor, if any one person holding that office is deemed to have vacated their office, all persons holding that office shall be deemed to have vacated their office.
23. In the event of a casual vacancy in the position of Editor, the Board shall fill the vacancy by means of a by-election conducted in accordance with the Rules of the Association.
24. The Board shall have the power to appoint an Acting Editor until such time as that vacancy is filled pursuant to clause 23 of this schedule. In the event that the office of Editor was previously held by more than one individual, consideration shall be given to whether it would be appropriate to re-appoint one of those individuals.

## **Functions of Members**

25. The Editor(s) shall:
  - (i) Comply with all conditions imposed on them by the Board;
  - (ii) Be responsible to the Board for the due efficient management and control of Craccum Staff and the running of Craccum;
  - (iii) Be responsible for organising staff meetings which shall be advertised in each edition of Craccum as being open to all students;
  - (iv) Be responsible for ensuring that Craccum is published weekly during Semesters during those weeks in which lectures are scheduled;
  - (v) In conjunction with the Technical Editor, make every reasonable effort to keep printing costs and production costs to a minimum; and

- (vi) Without in any way limiting their normal obligation of fairness, provide all candidates for the position of Editor reasonable and equal opportunities to present their policy statements, and ensure that such statements receive fair and equal treatment in Craccum.
  - (vii) Receive an honorarium, the value of which shall be determined by the Board.
26. The Technical Editor shall:
- (i) Be provided by the Association;
  - (ii) Be responsible for the layout and technical issues related to the production of each issue of Craccum;
  - (iii) In conjunction with the Editor(s) make every reasonable effort to keep printing costs and production costs to a minimum.
27. The Advertising Manager of Craccum shall:
- (i) Be the Advertising Manager of the Association;
  - (ii) Manage all matters related to advertising in Craccum;
  - (iii) Be paid a commission, the incidence and sum of which shall be determined time to time by the Board in conjunction with the Executive Committee of the Association.

## **EIGHTH SCHEDULE – MEDIA COMPLAINTS TRIBUNAL**

### **The Media Complaints Tribunal**

1. The Media Complaints Tribunal (hereinafter called "the Tribunal") shall be constituted as follows:
  - (i) President.
  - (ii) Culture and Communications Officer (who shall be Chairperson).
  - (iii) The Editor(s) of Craccum.
  - (iv) Two persons appointed by the Executive by whatever means the Executive elects, with preference to be given by means of an election conducted by whatever means is most expedient, which must never have been members of the Executive at the time of their appointment and who will be deemed to have relinquished their office if they become a member of the Executive.
2. The Tribunal shall have the following functions and powers:
  - (i) To receive and consider formal written complaints made about any material published in Craccum.
  - (ii) To ensure that Craccum observes editorial and technical standards.
  - (iii) To make a decision on each complaint, and where a complaint is found to be justified, to take action or to remove or reduce the cause of the complaint.
  - (iv) To notify the complainant of whether or not the Tribunal has found the complaint to be justified and, where found to be justified, inform the complainant of the remedial action taken.
  - (v) The decision of the Tribunal shall be binding on the Editor(s) of Craccum.
3. The Chairperson shall have a deliberative vote and, in the case of an equality of votes, shall have and shall exercise a casting vote.
4. In the event of any member of the Tribunal making a complaint to the Tribunal that member shall stand down from the Tribunal for the hearing of his/her complaint and any proceedings of the Tribunal resulting from it.
5. The decision of the majority shall be the decision of the Tribunal.

## **NINTH SCHEDULE - EDUCATION**

### **Education Action Group**

1. The Education Action Group (herein called 'the Group') is hereby given the following powers:
  - (i) To consider, and to report upon all education issues affecting students.
  - (ii) To plan and carry out education based political or protest actions as the group shall decide upon, within a budget determined by Executive and within the AUSA policy.
2. The Group shall meet at least fortnightly during the academic year.
  - (i) If the meetings are not held, the Education Vice President shall be responsible to convene them.
  - (ii) The time and place of such meetings shall be publicised widely.
3. The Group shall consist of:
  - (i) Any member of the Association who chooses to attend.
  - (ii) The Resource Officer.
  - (iii) The Editor of Craccum.
4. Appointment of a Chairperson from the members of the Group shall be in accordance with the 1st Schedule.

# TENTH SCHEDULE – NGĀ TAUIRA MĀORI

## MEMORANDUM OF UNDERSTANDING BETWEEN AUCKLAND UNIVERSITY STUDENTS' ASSOCIATION (AUSA) AND NGĀ TAUIRA MĀORI (NTM)

### Purpose and Guiding Principles

1. (i) The Memorandum of Understanding (MOU) acts to formalise the relationship between the Parties, and seeks to allow the Parties to act in good faith towards each other for their mutual benefit and advancement.  
  
(ii) Auckland University Students' Association (AUSA) and Ngā Tauira Māori (NTM) recognise Te Tiriti o Waitangi (The Treaty of Waitangi) as a founding document of Aotearoa/New Zealand. This necessitates a commitment to bicultural partnership and cooperation. AUSA and Ngā Tauira Māori share a mutual desire to serve, represent and advocate for their members.  
  
(iii) The Memorandum seeks to advance the interests, and enhance the experiences of all students at the University of Auckland.  
  
(iv) The Memorandum seeks to ensure the interests of Māori students are represented and advanced within the University and wider community.

### Recognition

2. (i) Ngā Tauira Māori recognises AUSA as the representative body for all students at the University, responsible for acting in the best interests of all students.  
  
(ii) AUSA recognises Ngā Tauira Māori as a representative body for Māori students at the University responsible for acting in the best interests of Māori students.  
  
(iii) AUSA recognises Ngā Tauira Māori as an independent and equivalent body, exercising tino Rangatiratanga over Māori student interests within its respective domain, and operating according to tikanga Māori.  
  
(iv) Ngā Tauira Māori acknowledges that AUSA is a charitable incorporated society, and its first and foremost duty is to act in a manner that is consistent with its Rules and its charitable Object.  
  
(v) Both Parties recognise their responsibility not to interfere in the operations of the other Party without undue cause. Both Parties still reserve the right to respectfully comment on or criticise the actions of the other Party.

### Co-operative Activities

3. (i) Both parties will endeavour to give due consideration to all reasonable opportunities for co-operation and collaboration on mutually advantageous ventures, through the provision of support as deemed reasonable by the Parties.  
  
(ii) AUSA undertakes to work collaboratively with Ngā Tauira Māori to provide a culturally appropriate and supportive environment for Māori students.  
  
(iii) Ngā Tauira Māori undertakes to act in a consultant role with regard to the recognition and implementation of tikanga Māori in the policy, events and services provided by AUSA.  
  
(iv) Ngā Tauira Māori also undertakes to be available to consult on matters of tikanga on an ad hoc basis where AUSA wishes to utilise these services. Where Ngā Tauira Māori does not possess the resources to assist AUSA directly, Ngā Tauira Māori undertakes to assist AUSA in identifying an appropriate knowledge holder(s).  
  
(v) Each Party may request assistance from the other on all matters, and where possible the other Party should endeavour to give advice and/or assistance if it believes it is qualified to do so.  
  
(vi) Both Parties recognise that opportunities exist for the representation of the other Party's interest in national and specific fora. Both parties agree to commit to using their best endeavours to ensure that the interests of the other party are represented as appropriate in the circumstances. This may include, but is not limited to: requesting the other party provide a representative, requesting submissions on the matters of the forum, verbal



discussions, or other means as appropriate in the circumstances.

(vii) AUSA will endeavour that where possible Ngā Tauria Māori interests are represented at a national level, and endeavour that whenever appropriate, Ngā Tauria Māori is invited to have one or more representatives at the following national fora: New Zealand Union of Students' Association (NZUSA), University Sport New Zealand (USNZ).

(viii) AUSA will endeavour to support Ngā Tauria Māori in securing representation on the University Council through a third student representative position.

(ix) AUSA and Ngā Tauria Māori shall work jointly on campaigns for barrier free, publicly funded tertiary education.

(x) AUSA shall lobby the Craccum Administration Board for ongoing Māori content in Craccum.

## **Consultation**

4. (i) In the spirit of partnership and good faith, the parties commit to formal and informal notification and consultation processes.

(ii) AUSA will, to the best of its ability, notify and consult Ngā Tauria Māori on all matters that affect Māori student interests, the interests of Ngā Tauria Māori as an organisation, matters specifically agreed upon by the parties, and all other reasonable matters that affect Ngā Tauria Māori.

(iii) Ngā Tauria Māori will, to the best of its ability, notify and consult AUSA on matters that affect wider student interests, the interests of AUSA as an organisation, matters specifically agreed upon by the parties, and all other reasonable matters which affect AUSA.

(iv) Ngā Tauria Māori acknowledges an obligation, in the spirit of partnership, to keep AUSA fully informed of its ongoing affairs, and ensure that AUSA has the full opportunity to represent its interests in respect of Ngā Tauria Māori services and initiatives.

### **(v) Quarterly Hui**

(a) Formal consultation will be effected by quarterly hui between the Presidents and/or nominated representatives of both Parties.

(b) The purpose of the hui are to:

- openly discuss and review the relationship between the parties,
- activities conducted and proposed which affect the interests of either party,
- opportunities for collaboration on campaigns and ventures (joint or independent),
- issues arising within the University or wider community which affect the interests of either party, and
- matters agreed upon by the parties.

(c) The Parties will give due consideration and weight to the concerns, submissions and representations of the other Party, and act at all times respectfully toward the other, in good faith.

(d) An annual hui of the members of both Executives, and other invited persons, may also be held, as soon as reasonably possible after the installation of both Executives. This hui would aim to provide AUSA with an understanding of Ngā Tauria Māori's activities, the relationship between AUSA and Ngā Tauria Māori, and where appropriate identify particular policies, events, and services provided by AUSA which raise issues regarding tikanga.

### **(vi) Māori Student Officer(s)**

(a) The position of Māori Students Officer(s) will be the elected tumuaki/president and nominated representative of Ngā Tauria Māori.

(b) The Māori Students Officers will be responsible for representing the interests of Ngā Tauria Māori in the conduct, operation and affairs of the AUSA. The Māori Student Officers will be empowered to act as the agent for Ngā Tauria Māori, and their verbal and written communications will represent the formal

position of Ngā Tauria Māori on particular matters.

(c) The Māori Students Officers will also act as a conduit of information, by submitting information on Ngā Tauria Māori to AUSA, and conveying AUSA information back to Ngā Tauria Māori.

(d) The Māori Students Officers have full speaking and voting rights on the AUSA Executive, consistent with the AUSA Constitution.

(e) Ngā Tauria Māori reciprocates the openness and good faith of AUSA in granting Ngā Tauria Māori speaking and voting rights at AUSA Executive meetings, by allowing the same at Ngā Tauria Māori Executive meetings.

## **Facilities**

5. (i) Both Parties agree to make available to the other party such facilities as are reasonably necessary for the agreement between the parties to be effective, or as reasonably requested for independent and joint ventures, where it is possible to do so.

(ii) AUSA agrees to grant Ngā Tauria Māori the area of level 4 of the Student Union Buildings designated 'Hineahuone' as an appropriate space in order to provide agreed services and advance the interests of Māori students. 'Hineahuone' will be governed by Ngā Tauria Māori and its usage will be for, though not exclusively limited to, Māori students.

(iii) Administrative support shall be provided, which includes but is not limited to: access to the University computer networks, phones or when reasonably requested the provision of photocopying facilities; and administrative and operational assistance as negotiated by the Parties. Ngā Tauria Māori will be responsible for paying the costs of usage of these services.

(iv) Ngā Tauria Māori and affiliated bodies to Ngā Tauria Māori shall be granted the same privileges to book AUSA rooms and facilities as AUSA affiliated clubs and societies.

(v) All intellectual and tangible property of Ngā Tauria Māori, and held in the space provided by the AUSA, remains the property of Ngā Tauria Māori.

(vi) In the event that membership of AUSA returns to being universal/compulsory, AUSA commits to funding at least one full time staff member of Ngā Tauria Māori.

## **Dispute Resolution**

6. (i) In the event of a dispute arising between AUSA and Ngā Tauria Māori as to the terms of the Memorandum, or any other dispute within the spirit of the Memorandum, both parties shall act in good faith and seek to resolve the dispute expeditiously. If unable to reach a resolution, it is recommended that the dispute will be referred to an independent mediator, as negotiated between the parties.

(ii) At all times during a dispute resolution process, both parties agree to respect the interests of the other party, maintain appropriate confidentiality, and undertake not to act in a manner which would unduly prejudice the interests of the other party.

## **Termination, Alteration and Review of Memorandum**

7. (i) The Memorandum and the obligations and responsibilities contained within it will commence on the date of signing by both AUSA and Ngā Tauria Māori.

(ii) The Memorandum shall remain in force for an indefinite period. Since the purpose of this MOU is to maintain a long-term relationship between AUSA and Ngā Tauria Māori, annual ratification is not required.

(iii) The Memorandum may be altered, amended or substituted by the written agreement of both parties, at any time whilst the Memorandum is in force.

(iv) The Memorandum may be terminated by the appropriate authorities of either Party giving six months notice to the other party in writing, unless an earlier termination date is mutually agreed on.

(v) The Memorandum of Understanding will not terminate upon breach of its terms by either AUSA or Ngā Tauria Māori.

(vi) The parties shall review the Memorandum annually through the quarterly hui or special hui convened between the Presidents and/or nominated representatives of both Parties. Matters under review shall include, but are not limited to:

- a review of the activities and relationship of the preceding year,
- independent and joint interests of preceding and future years,
- strategies to advance the best interests of, and partnership between, the parties,
- opportunities for co-operation and collaboration,
- representation of the other party's interests in appropriate forums,
- the content of the Memorandum, and
- other matters as agreed by the parties.

(vii) In the event of either party being wound up under the provisions of their Constitutions, or becoming insolvent, the Memorandum is deemed to be terminated.

Signed:

AUSA President 2008  
David Do

Ngā Tauria Māori Tumuaki/co-Presidents 2008  
Reina Harris and Richard Kaio

## **ELEVENTH SCHEDULE - EPSOM**

### **MEMORANDUM OF UNDERSTANDING BETWEEN AUCKLAND UNIVERSITY STUDENTS' ASSOCIATION (AUSA) AND THE EPSOM-TAI TOKERAU STUDENTS ASSOCIATION (INC) (ETTSA)**

#### **Article 1 – Purpose.**

The purpose of this Memorandum of Understanding is to outline an understanding of the roles of AUSA and ETTSA regarding the student representation of Auckland University Students at the Epsom Faculty of Education.

#### **Article 2 – Background.**

The modern ETTSA (formerly known as ACESA) was formed in the 1980's when the Primary and Secondary Colleges were fused but there has been a Student Association in other guises, within the organisation since 1906.

ACESA voted to become a compulsory Students Association in 1999 and was funded solely from the fee charged to all students.

In 2004 the Auckland College of Education and the University of Auckland formally agreed to merge, whereby the Auckland College of Education became the Faculty of Education – Epsom Campus and it's students became enrolled as University of Auckland students.

#### **Article 3 – Guiding Principles.**

1. The recognition and need for Auckland University Students studying at the Faculty of Education Campuses in Epsom and Tai Tokerau, to be adequately represented by an Association independent of the University of Auckland.
2. AUSA recognises the ETTSA has an extensive history of representation at the Epsom and Tai Tokerau Campuses.
3. ETTSA recognises that AUSA has an extensive history of representation of Auckland University Students.
4. AUSA recognises that the ETTSA Executive has been fairly elected and is best suited to understand and represent Epsom and Tai Tokerau Campus Students effectively
5. ETTSA recognises that AUSA is best suited to represent all Auckland University Student irrespective of Campus, at a wider institutional level.
6. AUSA recognises the autonomy of ETTSA in the administration of its internal affairs and processes, and does not seek to usurp that autonomy.

#### **Article 4 – Terms and Conditions.**

1. AUSA and ETTSA will prepare a joint membership form, whereby students of the Epsom Campus will become both members of AUSA and ETTSA.
2. All assets previously held or subsequently acquired by ETTSA will remain under the control of ETTSA.
3. Any student enrolling in at least one paper at the Epsom Campus will be regarded by AUSA as an Epsom Student.
4. The Epsom-Tai Tokerau Students' Association Executive (hereinafter called "ETTSA Executive") will continue to have the following powers and duties:
  - (i) To further the interests of the students at Epsom Campus and secure the co-operation of the University in so doing.
  - (ii) To liaise between the students enrolled in papers at the Epsom Campus and the University.

(iii) To provide liaison between the Executive of the Auckland University Students' Association (hereinafter called the "AUSA Executive") and their members enrolled in papers on the Epsom Campus.

(iv) To make recommendations to the AUSA Executive as to the financial needs for student affairs.

(v) To represent the Epsom Campus student's interest to the AUSA Executive.

(vi) To provide support and advocacy for matters of concern to Epsom students regarding education, services, equity, facilities and development.

(vii) To assist development of clubs and societies, and promote the cultural, sporting and social activities of the Association.

(viii) To promote the existing objects of ETTSA.

5. The AUSA Epsom Representative shall have the right to attend, speak and vote at meetings of the AUSA Executive as he/she requires in accordance with the appropriate and relevant clauses of the AUSA Constitution.
6. The AUSA Executive will give the recommendations of the ETTSA Executive the highest priority in matters relating to the Epsom students.
7. AUSA shall give due consideration to the financial requirements of ETTSA during annual budgetary processes and shall endeavour to allocate sufficient funding accordingly.

#### **Article 5 – Timing, Amendments, Disputes.**

1. The Memorandum of Understanding and the obligations and responsibilities contained within it will commence on the date of signing by both AUSA and ETTSA.
2. This Memorandum shall remain in force for an indefinite period.
3. The Memorandum of Understanding may be amended by mutual written consent of the two parties.
4. The Agreement may be terminated by the appropriate authorities of either party giving 6 months notice to the other party in writing, unless an earlier termination date is mutually agreed on.
5. In the event of a dispute arising between AUSA and ETTSA as to the terms of the Memorandum of understanding, or any other dispute within the spirit of the agreement, both parties shall act in good faith and seek to resolve the dispute expeditiously. If unable to reach a resolution, it is recommended that the dispute will be referred to an independent mediator, as negotiated between the parties.
6. Given that the purpose of this Memorandum of Understanding is to create a long-term agreement between AUSA and ETTSA, annual ratification is not required.
7. The Memorandum of Understanding will not terminate upon breach of its terms by either AUSA or ETTSA.

#### **Article 6 – Liaison Officers.**

The designated liaison officers for this Memorandum are:

For ETTSA Inc

For AUSA

ETTSA Inc President  
2006 Rory Bretton

AUSA President  
2006 Dan Bidois

Notification of any change in Liaison Officers may be made by letter without amending the Memorandum of Understanding.

## TWELFTH SCHEDULE - GRAFTON

### Grafton Student's Executive

Any student enrolled in at least one paper at the University of Auckland's Grafton Campus is a Grafton Student

1. The Grafton Student's Executive (hereinafter referred to as to "GSE") shall consist of the following members:
  - i. The Chair of the GSE, who shall be the Auckland University Student's Association (hereinafter "AUSA") Grafton Representative.
  - ii. At least four members, who will be Grafton students, appointed to represent the differing courses studied at Grafton Campus. Appointment of these members shall be determined by AUSA policy.
  - iii. The Secretary, who shall be the appointed Grafton Manager, or in lieu of the appointed Grafton Manager, another member of the GSE who shall be appointed by the Chair.
2. Each member of the GSE is entitled to one vote, with the exception of the Secretary. The Secretary is a non-voting member and shall record the minutes of GSE meetings.
3. The GSE shall meet at least monthly during the academic year, whenever possible.
4. Quorum for the meeting shall consist of the Chair and at least three other members of the GSE.
5. The GSE is hereby given the following powers and duties:
  - i. To further the interests of Grafton students and secure the cooperation of the University in doing so.
  - ii. To liaise between Grafton students and the University.
  - iii. To provide liaison between the Executive of the AUSA (hereinafter called the "AUSA Executive") and Grafton students.
  - iv. To make recommendations to the AUSA Executive as to the financial needs for student affairs on Grafton Campus.
  - v. To represent student's interests at Grafton to the AUSA Executive.
  - vi. To provide support and advocacy for matters of concern to Grafton students regarding education, services, equity, facilities and development.
  - vii. To assist the development of clubs and societies, and promote AUSA cultural, sporting and social activities, at Grafton Campus.

# THIRTEENTH SCHEDULE – AUCKLAND UNIVERSITY PACIFIC ISLAND STUDENTS’ ASSOCIATION

## MEMORANDUM OF UNDERSTANDING BETWEEN AUCKLAND UNIVERSITY STUDENTS’ ASSOCIATION (AUSA) AND AUCKLAND UNIVERSITY PACIFIC ISLAND STUDENTS’ ASSOCIATION (AUPISA)

### Pacific Statement

Ko taku peu tupuna, ko toku ia taka’inga vaevae.  
Ko e falanakiaga hoku Aga Faka-motu mo au.  
'O la'u aganu'u, e iloa ai a'u.  
Ko hoku 'ulungaanga faka-fonua 'oku ne tala hoku Tonga.  
My culture identifies me.

AUPISA acknowledges that Pacific peoples have lived in Aotearoa New Zealand for more than a century. We have contributed significantly to the educational, political, social and cultural fabric of this society. Pacific peoples influence, and will continue to influence, the demographic pattern, socio-cultural features and overall educational health and wellbeing of New Zealand in the future as the population increases and ages (Finau and Tukuitonga 2000).

AUPISA supports its affiliated members and Pacific ethnic student associations at The University of Auckland from: the Cook Islands, Fiji, Niue, Samoa and Tonga. Although most groups have similarities, each has their own cultural beliefs, values, traditions, language, social structure and history. Moreover, within each group there are also sub-groups; for example, differentiating between those born or raised in New Zealand, those born or raised overseas and those who identify with multiple ethnicities.

AUPISA acknowledges there is no generic 'Pacific' person; however, there are Pacific peoples who align themselves variously, and at different times along ethnic, geographic, church, family, school, age/ gender, island-born/New Zealand born, occupational lines or a mix of ethnic groups. AUPISA supports that for the purposes of lobbying for, negotiating, advocating and representation, 'Pacific' is our selected umbrella group for all purposes of educational, political and social solidarity, achievement and success.

### Purpose and Guiding Principles

1. (i) The Memorandum of Understanding (MOU) formalises the relationship between the Parties, and seeks to allow the Parties to act in good faith towards each other for their mutual benefit and advancement.  
(ii) Auckland University Students' Association (AUSA) and Auckland University Pacific Island Student Association (AUPISA) recognises the value of TeTiriti o Waitangi (The Treaty of Waitangi) as a founding document of Aotearoa/New Zealand. We respect the value te Tiriti o Waitaingi brings to our New Zealand culture and we acknowledge the foundation it has built for us in our New Zealand Society.  
(iii) The Memorandum seeks to advance the interests, support the achievements and enhance the experiences of all students at the University of Auckland.  
(iv) The Memorandum seeks to ensure the interests of Pacific students are represented and advanced within the University and wider community.

### Recognition

2. (i) AUPISA recognises AUSA as the representative body for all students at the University, responsible for acting in the best interests of all students.  
(ii) AUSA recognises AUPISA as a representative body for Pacific students at the University, responsible for acting in the best interests of Pacific students.

(iii) AUSA recognises AUPISA as an independent and equivalent body, exercising cultural democracy, cultural equality, cultural integrity over with Pacific student interests within its respective domain, and operating according to Pacific principles and philosophies recognising diverse Pacific interests.

(iv) AUPISA acknowledges that AUSA is a charitable incorporated society, and its duty is to act in a manner that is consistent with its Rules and its charitable objects.

(v) Both Parties recognise their responsibility not to interfere in the operations of the other Party without undue cause. Both Parties reserve the right to respectfully dialogue about common issues of concern with the other Party.

### **Co-operative Activities**

3. (i) Both Parties will endeavour to give due consideration to all reasonable opportunities for co-operation and collaboration on mutually advantageous ventures, through the provision of support as deemed reasonable by the Parties.

(ii) AUSA undertakes to work collaboratively with AUPISA to provide a culturally appropriate and supportive environment for Pacific students.

(iii) AUPISA undertakes to act as a broker, intermediary and/or as a consultant for its members with regard to recognition and implementation of Pacific principles, practices and protocols in the policy, events and services provided by AUSA.

(iv) AUPISA undertakes to be available to consult on matters of Pacific principles, practices and protocols where requested, negotiated and agreed with AUSA. Where AUPISA may not possess the resources to assist AUSA directly, AUPISA shall assist AUSA by identifying and referring appropriate external resources.

(v) Each Party may request assistance from the other on all matters, and where possible the other Party shall endeavour to provide advice and/or assistance, as discussed, negotiated and agreed.

(vi) Both Parties recognise that opportunities exist for the representation of the other Party's interests in national and specific fora. Both Parties shall endeavour to ensure that the interest of the other Party is represented, as is appropriate in the circumstances. This may include, but is not limited to: requesting the other Party provide a representative, requesting submissions on the matters of the forum, verbal discussions, or other means as appropriate in the circumstances.

(vii) AUSA shall ensure that where possible, AUPISA interests are represented at a national level; and shall endeavour that whenever appropriate, AUPISA is invited to have one or more representatives at the following national fora: New Zealand Union of Students' Association (NZUSA) and University Sport New Zealand (USNZ).

(viii) AUSA shall endeavour to support AUPISA in securing representation on the University Council through a third student representative position.

(ix) AUSA and AUPISA shall work jointly on campaigns for barrier free, publicly funded tertiary education.

(x) AUSA shall lobby the Craccum Administration Board to secure space for/by Pacific content in Craccum; and AUSA shall lobby other media where relevant, to secure space for/by Pacific content.

### **Consultation**

4. (i) In the spirit of partnership and good faith, the Parties commit to formal and informal notification and consultation processes.

(ii) AUSA shall, to the best of its ability, notify and consult AUPISA on all matters that affect Pacific student interests, the interests of AUPISA as an organisation, matters specifically agreed upon by the Parties, and all other reasonable matters that affect AUPISA.



(iii) AUPISA will, to the best of its ability, notify and consult AUSA on matters that affect wider student interests, the interests of AUSA as an organisation, matters specifically agreed upon by the Parties, and all other reasonable matters which affect AUSA.

(iv) In the spirit of partnership, AUPISA acknowledges an obligation to keep AUSA fully informed of its ongoing affairs, and ensure that AUSA has opportunity to represent its interests in respect of AUPISA services and initiatives.

**(v) Quarterly gathering**

(a) Formal consultation will be effected by quarterly gathering between the Presidents and/or nominated representatives of both Parties.

(b) The purpose of the gathering is to:

- openly discuss and review the relationship between the parties;
- activities conducted and proposed which affect the interests of either party;
- opportunities for collaboration on campaigns and ventures (joint or independent);
- issues arising within the University or wider community which affect the interests of either Party; and/or
- matters agreed upon by the Parties.

(c) The Parties shall give due consideration and weight to the concerns, submissions and representations of the other Party, and at all times, act in good faith and respectfully toward the other.

(d) An annual fono of the members of both Executives, and/or other invited persons, may also be held as soon as reasonably possible after the election of both Executives. This fono would aim to provide AUSA with an understanding of AUPISA activities, the relationship between AUSA and AUPISA, and where appropriate, identify particular policies, events, and services provided by AUSA by either Party which may raise any concerns.

**(vi) Pacific Islands Students Officer(s) (PISO)**

(a) The position of Pacific Islands Students Officer(s) is elected by the Pacific Island student body at the University of Auckland .

(b) The Pacific Islands Students Officer(s) will be responsible for representing the interests of AUPISA in the conduct, operation and affairs of the AUSA. The Pacific Islands Students Officer(s) shall act as the agent for AUPISA, and their verbal and written communications will represent the formal position of AUPISA on particular matters.

(c) The Pacific Islands Students Officer(s) will also act as a conduit of information, by submitting information on AUPISA to AUSA, and conveying AUSA information back to AUPISA. In the case where the Pacific Islands Students Officer(s) feel that a motion brought to the AUSA table directly affects the Pacific island Student Body of the University of Auckland, AUSA respects the right of the Pacific Islands Students Officers to table the motion at the AUSA executive meeting to allow the officers to refer such matters back to Auckland University Pacific Island Students Association executive for consultation.

(d) The Pacific Islands Students Officer(s) have full speaking and voting rights on the AUSA Executive, consistent with the AUSA Constitution.

(e) AUPISA shall reciprocate the good faith of AUSA in granting AUPISA speaking and voting rights at AUSA Executive meetings, by granting similar privileges to AUSA at AUPISA Executive meetings.

## Facilities

5. (i) Both Parties agree to make available to the other Party such facilities as are reasonably necessary for the agreement between the Parties to be effective, or as reasonably requested for independent and joint ventures, where it is possible to do so.
- (ii) AUSA agrees to grant AUPISA the area of Level 4 of the Student Union Buildings designated 'O Lagi Atea Moana Cultural Space' as an appropriate cultural space in order to provide agreed services and advance the interests of Pacific students. The 'O Lagi Atea Moana Cultural Space' will be governed by AUPISA and its usage will be for, though not exclusively limited to, Pacific students.
- (iii) Administrative support shall be provided, which includes but is not limited to: access to the University computer networks, telephones or when reasonably requested the provision of photocopying facilities; and administrative and operational assistance as negotiated by the Parties. AUPISA shall be responsible for paying the costs of usage of these services.
- (iv) AUPISA and affiliated bodies to AUPISA shall be granted the same privileges of booking and using AUSA rooms and facilities as AUSA affiliated clubs and societies.
- (v) All intellectual and tangible property of AUPISA, held in the space agreed by AUSA, remains the property of AUPISA.
- (vi) In the event that membership of AUSA returns to being universal/compulsory, AUSA commits to funding at least one full time staff member of AUPISA.

## Dispute Resolution

- 6 (i) In the event of a dispute arising between AUSA and AUPISA as to the terms of the Memorandum, or any other dispute within the spirit of the Memorandum, both Parties shall act in good faith and seek to resolve the dispute appropriately and expeditiously. If either Party is unable to reach a resolution, it is recommended that the dispute shall be referred to an independent mediator, as negotiated between the Parties.
- (ii) At all times during a dispute resolution process, both Parties agree to respect the interests of the other Party, maintain appropriate confidentiality, and undertake not to act in a manner which would unduly prejudice the interests of the other Party.

## Termination, Alteration and Review of Memorandum

7. (i) The Memorandum and the obligations and responsibilities contained within it shall commence on the date of signing by both AUSA and AUPISA.
- (ii) The Memorandum shall remain in force for an indefinite period of time; as the purpose of this MOU is to maintain a long-term relationship between AUSA and AUPISA, annual ratification is not required.
- (iii) The Memorandum may be altered, amended or substituted by the written agreement of both Parties, at any time whilst the Memorandum is in force.
- (iv) The Memorandum of Understanding shall not terminate upon breach of its terms by either AUSA or AUPISA; not unless neither Party cannot respectfully negotiate towards the agreed terms of their mutual arrangement.
- (v) The Parties shall review the Memorandum annually through the quarterly gathering or special gathering convened between the Presidents and/or nominated representatives of both Parties. Matters under review shall include, but are not limited to:
- a review of the activities and relationship of the preceding year;
  - independent and joint interests of preceding and future years;
  - strategies to advance the best interests of, and partnership between, the Parties;
  - opportunities for co-operation and collaboration;
  - representation of the other Party's interests in appropriate forums;
  - the content of the Memorandum; and

- other matters as agreed by the Parties.

(vi) In the event of either Party being wound up under the provisions of their Constitutions, or becoming insolvent, the Memorandum is deemed to be terminated.

Signed:

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ARENA WILLIAMS  
AUSA President 2012

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TAMM KINGI  
AUPISA/co-Presidents 2012