



Official Constitution  
and Regulations  
of the



Signed as a true and accurate by:

Dallin Niuelua -President

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July 29, 2020

[asa.ac.nz](http://asa.ac.nz)

Massey University Albany Campus  
ASA Student Lounge  
Level 2, Student Central Building  
Dairy Flat Highway  
Albany

# CONSTITUTION & REGULATIONS

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## CONSTITUTION AND REGULATIONS OF THE ALBANY STUDENTS' ASSOCIATION (INCORPORATED)

### 1. **NAME**

The name of the Association shall be the "ALBANY STUDENTS' ASSOCIATION INCORPORATED".

### 2. **INTERPRETATION**

In this Constitution and Regulations, unless a contrary interpretation appears:

"**Albany Campus**" shall mean the Massey University sites that the University defines as constituting the Albany Campus.

"**Association**" shall mean the "Albany Students' Association (Incorporated)."

"**ASA**" shall mean the "Albany Students' Association (Incorporated)."

"**ASEC**" shall mean "the Albany Students' Association Inc. Executive Committee."

"**Clear days**" shall mean "all days excluding weekends, public holidays and University holidays."

"**Distance Student**" shall mean, "Any person enrolled at Massey University's Albany Campus studying less than 50% of their courses internally"

"**Executive**" shall mean the "Executive of the Albany Students' Association (Incorporated)."

"**Executive Position**" shall mean "The members of the ASEC who hold the President, Vice President, Education, Welfare, Cultural, and Engagement Officers."

"**Election Sub-Committee (ESC)**" shall mean "The sub-committee appointed by the ASEC to oversee the running of all elections for the Albany Students' Association Inc."

"**General Meeting**" shall mean "General Meeting of the Association."

"**GST**" shall mean "Goods and Services Tax."

"**Internal Student**" shall mean "Any person enrolled at Massey University's Albany Campus studying at least 50% of their courses internally."

"**International Student**" shall mean, "a person who has been admitted to New Zealand on a Student Study permit issued from New Zealand Immigration Services, or a foreign individual who is studying in New Zealand under other legal provisions for a maximum of four years."

"**Member**" shall mean "Internal Albany Student who has signed up on the ASA website for membership"

"**Mission**" shall mean "the assigned duty of the Association."

**"Objects"** shall mean "the purpose and aims to which efforts of the Association are directed."

**"Ordinary Members"** shall mean "Members of the Association."

**"Powers"** shall mean "the ability of the Association or its members to do or act in order to carry out the Association's objects."

**"Public Notice"** shall mean "Written notice publicly displayed on the ASA Website."

**"Officer Position"** shall mean "The members of the ASEC who hold the Education, Welfare, Cultural, and Engagement Officer Positions. ."

**"Student"** shall, subject to this Constitution, mean "any person enrolled at Massey University's Albany Campus."

**"University"** shall mean "Massey University as constituted by the Education Amendment Act of 1990".

**"Working Days"** shall mean "All Days excluding weekends and public holidays."

### **3. MISSION**

The mission of the Association shall be:

"To empower students, by supporting the academic, social, welfare and cultural aspects of their lives, to enhance both the immediate and greater communities."

### **4. VISION**

The vision of the Association shall be:

"An established independent presence that works to enhance the student experience by expanding membership, services and community"

### **5. OBJECTS**

The following shall be the objects derived from the Association's Mission:

- 5.1. To uphold, honour and acknowledge the wairua (spirit) of Te Tiriti o Waitangi.
- 5.2. To represent the internal students of Albany Campus
- 5.3. To manage and control the assets of the Association to be used for the benefit of the members.
- 5.4. To promote and protect the welfare, civil liberties and individual freedoms of students.
- 5.5. To encourage the growth of student clubs, societies and cultural activities.
- 5.6. To maintain equity for the provision of services for ethnic groups.
- 5.7. To keep and preserve all records likely to prove of value or historic interest.

- 5.8. To edit, print, publish and circulate such written material that promote the objects of the Association without conflicting with the Association's Policies, Human Rights Act 1993, Privacy Act 1993, and the Official Information Act 1982.

## **6. POWERS**

The following shall be the powers of the Association:

- 6.1. To conduct business activities that support the Association's objects
- 6.2. To raise funds for the purpose of developing and improving the objects.
- 6.3. To acquire licences or permits deemed necessary by the Executive for the accomplishment of the objects.
- 6.4. To sell, exchange, maintain, improve, lease, hire, borrow, loan, grant, mortgage (either with or without security), dispose of, manage, control, invest, reserve or otherwise deal with and turn to account any real or personal property of the Association including the investment of monies of the Association for such objects and giving guarantees for the payment of money or the performance of contracts or obligations by any person, society or company if so authorised by the Executive of the Association.
- 6.5. To employ and remunerate servants and agents as required to meet the objects of the Association.
- 6.6. To join with any other person, Association or Corporation for the accomplishment of any of the objects of the Association.
- 6.7. To assist any charity or charitable purpose which in the opinion of the Executive or the Association it may be desirable to assist.
- 6.8. To engage in, prosecute, defend or otherwise take any legal action or legal proceedings on behalf of the Association and its members and to expend such money and employ such solicitors, counsel and other advisers as may be reasonable or appropriate.
- 6.9. Notwithstanding anything expressed or implied in this Constitution, the activities of the Association shall not be carried on for the personal pecuniary profit or benefit of any member.

## **7. TE TIRITI O WAITANGI**

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 Rongo ki a ratou me te ata noho hoki, kua wakaaro

ia he mea tika kia tukua mai tetahi Rangatira hei kai whakarite ki nga tangata maori o Nu Tirani. Kia wakaaetia e nga Rangatira maori te Kawanatanga o te Kuini, ki nga wahi katoa o te wenua me nga motu. Na te mea hoki he tokomaha ke nga tangata o tona iwi kua noho ki tenei wenua, a e haere mai nei.

Na ko te Kuini e hiahia ana kia wakaritea te Kawanatanga kia kaua ai nga kino e puta mai ki te tangata maori ki te pakeha e noho ture kore ana.

Na, kua pai te Kuini kia tukua a hau a Wiremu Hopihona, he Kapitana i te Roiara Nawa hei Kawana mo nga wahi katoa o Nu Tirani, e tukua aianei amua 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 Wakaminenga, me nga Rangatira katoa hoki, kihai i uru ki taua Wakaminenga, ka tuku rawa atu ki te Kuini o Ingarani ake tonu atu te Kawanatanga katoa o ratou wenua.

*Ko te tuarua*

Ko te Kuini o Ingarani ka wakarite ka wakaae ki nga Rangatira ki nga hapu ki nga tangata katoa o Nu Tirani te tino Rangatiratanga o ratou wenua o ratou kainga me a 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 wakaritea ai e ratou ko te kai hoko e meatia nei e te Kuini hei kai hoko mona.

*Ko te tuatoru*

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

(Signed) W.Hobson, Consul and Lieutenant Governor

Na ko matou ko nga Rangatira o te Wakaminenga o nga Hapu o Nu Tirani ka huihui nei ki Waitangi. Ko matou hoki nga Rangatira o Nu Tirani, ka kite nei i te ritenga o enei kupu, ka tangohia, ka wakaaetia katoatia e matou. Koia ka tohungia ai o matou ingoa o matou tohu. Ka meatia tenei ki Waitangi, i te ono o nga ra o Pepueri, i te tau kotahi mano, e waru rau, e wa tekau o to tatou Ariki.

**THE TREATY OF WAITANGI:**

*Preamble*

Victoria, Queen of England, in her concern to protect the chiefs and sub-tribes of New Zealand and in her desire to preserve their chieftainship and their lands to them and to maintain peace and good order considers it just to appoint an administrator one who will negotiate with the people of New 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 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 to the chiefs of the Confederation chiefs of the sub-tribes of New Zealand and other chiefs these laws set out here.

*Article the First*

The Chiefs of the Confederation and all the chiefs who have not joined that Confederation give absolutely to the Queen of England for ever the complete government over their land.

*Article the Second*

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

*Article the Third*

For this agreed arrangement, therefore concerning the Government of the Queen, the Queen of England will protect all the ordinary people of NZ and will give them the same rights and duties of citizenship as the people of England.

(Signed) W, Hobson, Consul and Lieutenant Governor

So we, the Chiefs of the Confederation and of the sub-tribes of New Zealand meeting here in 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 6th of February in the year of our Lord, 1840. This reconstruction accepted by the Waitangi Tribunal and the New Zealand Court of Appeal.

(1) ((1.) New Zealand Maori Council v. Attorney General (1987) NZLR 641)

## **8. MEMBERSHIP**

### **8.1. Ordinary Membership**

- a) To be eligible for Ordinary membership to the Association, the person must be enrolled at Massey University Albany Campus as an internal student
- b) Must apply online on the Association's Website
- c) No payment is required to become or be an ongoing member
- d) Full and Free Members shall have the following rights and privileges:
  - i) To be represented by the Executive committee on various boards committees and sub-committees of the university as well as nationally.



- ii) To use any Students' Association facilities, under conditions laid down by the Executive.
- iii) To have speaking and voting rights at any General Meeting of the Association.

**8.2. Honorary Life:**

- a) Honorary Life Membership of the Association may be conferred upon any person in recognition of their outstanding contribution to the Association.
- b) Such membership shall only be conferred by a two-thirds majority vote at a General Meeting of the Association.
- c) Honorary Life members shall be exempt from payment of subscriptions to the Association.
- d) Honorary Life members shall have speaking but no voting rights at any General Meeting of the Association.
- e) With the exception of the above, Honorary Life members shall have all the rights and privileges of Ordinary Membership.

**8.3. Fees**

- a) Shall only be set or changed at a General Meeting.
- b) ASA members may determine by majority vote at a General Meeting to levy additional charges to the membership fee.
- c) Fees shall be amended to take into account maximum positive increases in the Consumer Price Index (All Groups – June to June) as published by Statistics New Zealand unless otherwise specified.
- d) Members or non-members may bestow voluntary donations upon the Association should they be so inclined. The Association shall retain the right to refuse such donations should the ASEC see fit.

**8.4. Termination of Membership**

- a) Membership of the Association shall terminate in the following circumstances:
  - i) A member ceases to fulfil the provisions for eligibility for membership of the Association.
  - ii) A member is excluded from the University on any grounds whatsoever.

- iii) If the member wishes to leave the Association by notifying the Association in written form or in person.
- iv) If so decided by a majority vote at a General Meeting of the Association.

## **9. GENERAL AND SPECIAL MEETINGS**

### **9.1. General Meetings**

- a) The time, date and locations of all General Meetings shall be fixed by the ASEC and at least five (5) clear days public notice shall be given.
- b) All general meetings are to be held within the University semesters.
- c) At any General Meeting of the Association, the Association President shall be Chairperson. In the Association President's absence, a Vice-President or, in a Vice-President's absence, a member of the Executive shall be Chairperson.
- d) At any General Meeting twenty (20) Members shall form a quorum, and, if such a quorum is 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 adjourn for one (1) week, and reconvene at the same time and place, and if a quorum of twenty (20) Members is not present within fifteen (15) minutes of the time appointed for that meeting, then those present shall form a quorum for the purpose of validly transacting the business of the Association.
- e) In the case of constitutional changes at the time of voting the quorum must always be no fewer than twenty (20) Members.
- f) At all General Meetings each member present shall have one vote. Voting shall be by show of hands and through electronic referendum.

### **9.2. Annual General Meeting**

- a) The Association shall hold an Annual General Meeting during the first semester of each year at such time, date and place as the ASEC decides.
- b) At the Annual General Meeting the following business shall be transacted:
  - i) A consideration of the Annual Reports and the Annual Financial Statement of Accounts for the previous year;
  - ii) The appointment of Auditors for the ensuing year;
  - iii) The appointment of the Association's Legal Representatives for the ensuing year;

- iv) Ratification of the Te Waka O Nga Akonga Maori Inc. Memorandum of Understanding;
- v) Ratification of any positive increases in the membership levy as a consequence of a positive increase in the Consumer Price Index;
- vi) Ratification of any positive increases in the honoraria payments to ASEC members as a consequence of a positive increase in the Consumer Price Index;
- vii) Any business which may be brought forward and for which notice is not required; and
- viii) Any business of which public notice has been given.

**9.3. Special General Meeting**

- a) A Special General Meeting of the Association shall be called within ten (10) clear days by the Association on receipt of a requisition signed by:
  - i) At least five (4) members of the ASEC; or
  - ii) At least twenty (20) Ordinary Members of the Association accompanied by a written copy of every resolution to be proposed.
- b) The ASEC will decide where the General Meeting will be held.
- c) At least five (5) clear days public notice of any Special General Meeting and of the business intended to be transacted shall be given and no business other than that in such notice shall be transacted at such meeting except by unanimous leave of the members present.
- d) The draft budget for the following year shall be presented.

**10. EXECUTIVE**

The term of office for the ASEC shall expire on 30th November. Subsequent committees shall be elected annually in the second semester with the provision set out in Schedule 2.

**10.1. Functions and Powers of the ASEC Committee**

- a) The ASEC shall be responsible for meeting the aims of the Association on behalf of the Albany Students' Association Incorporated members.
- b) The ASEC shall be responsible to the members through the processes laid down in this constitution, regulations and schedules.
- c) The full and complete control of the internal day-to-day business, funds, and affairs of the Association shall be vested in the ASEC, but the ASEC shall carry out the instructions of a General Meeting as far as practicable.

- d) The ASEC may delegate its powers and duties thereof to any committee or ASA office staff member it appoints.
- e) All resolutions of the ASEC and all acts duly executed in good faith thereunder shall be binding upon all members of the ASEC whether present at such meeting or not.
- f) The ASEC shall uphold the responsibility of promoting the ASA and its interests, events and scope to students and the wider community.

**10.2. ASEC Committee Composition**

- a) The Albany Students' Executive Committee shall consist of the following elected positions:
  - i) President;
  - ii) Vice-President;
  - iii) Education Officer;
  - iv) Engagement Officer;
  - v) Welfare Officer;
  - vi) Cultural Officer
- b) ASEC Role Definitions: The areas of responsibility for each of the elected position is in Schedule 1 Section 2.14

**10.3. Eligibility**

- a) Members may not hold office for more than one position on the ASEC
- b) Hold office only if they reside in the Auckland region during their term of office

**10.4. Period of Office**

- a) Subject to 10.4 b), the ASEC shall hold office for one (1) calendar year, commencing on the 1st day of December and finishing on the 30th day of November.
- b) From the date that the new ASEC is confirmed until 30th November in any one year the ASEC of the Association shall comprise the elected positions of both the current ASEC and the newly elected ASEC for the following year. This period of office shall be in addition to the period provided for in 10.4 a).

- i) Incoming ASEC members shall have speaking rights until the 1<sup>st</sup> of November
- ii) Incoming ASEC members shall have full rights from the 1<sup>st</sup> of November

**10.5. Executive Committee Meetings**

- a) Meetings of the ASEC shall be called regularly.
- b) All ASEC meetings are to be held according to the procedure laid out in Schedule 3 (Meeting Procedure).
- c) All ASEC meetings are to be held in two parts.
  - i) All discussions in Part I of an ASEC meeting shall be open to all members, each of whom may speak but not vote thereat. Part I is to be open to the media and public, and full inspection of the Agenda and Minutes is welcomed.
  - ii) Part II is not to be open to anyone other than ASEC members, and other persons whom the ASEC will from time to time authorise to be present or otherwise involved. The Agenda and Minutes of Part II are to be similarly held in confidence.
- d) A Special Meeting of the ASEC may be called at any time, but written or verbal notice shall be given to all members of the ASEC.
- e) At each meeting of the ASEC, greater than half the total number of members of the ASEC shall constitute a quorum. One of these is to be the Association President or the Vice President.
- f) At each meeting, each position shall constitute only one (1) vote.
- g) When both an incoming ASEC member and an existing ASEC member are present at a meeting, the voting right for their position shall be shared equally between them after the 1<sup>st</sup> of November
- h) The ASEC reserves the right to dismiss an ASEC member from their role via a majority vote in an ASEC meeting following significant observed misconduct, negligence, dishonesty or if after three meetings with the Vice President or in the case of the member in question being the Vice President, the President, to address the failure to adequately carry out the required tasks of the position. A meeting where such a dismissal takes place will:
  - i) Strictly adhere to schedule 3 (Meeting procedure)
  - ii) Be carried out according to the best interest of the ASA

**10.6. Vacancies**

Any ASEC position shall become vacant if the person holding it:

- a) Ceases to be a member of the Association;
- b) Has resigned either:
  - i) In writing; or
  - ii) Is absent from at least two (2) consecutive ASEC meetings without apology or explanation;
- c) Fails to win a resolution of confidence at a General Meeting;
- d) Displays conduct observed as malicious or dishonest and has been dismissed as per 10.5 (h)

**10.7. When a vacancy arises on the ASEC**

- a) In the case where a vacancy of an Executive position on ASEC has arisen prior to the 1<sup>st</sup> of July, a by-election shall be held and shall follow the same rules laid out in schedule 2. The By-election must be held within 15 clear days. If the vacancy occurs after the 1<sup>st</sup> of July, a by-election shall be held at the discretion of the ASEC.
- b) Should the entire ASEC resign, the General Manager shall have the authority to co-opt a Class Advocate or Club President to the ASEC in order to run an election.
- a) Vacancies of the Executive positions on the committee must be filled by process of by-election as per normal election procedure stated in schedule 2 of the constitution.

10.7.1 In addition to these criteria the student must meet the eligibility requirements in section 10.3 of the constitution and regulations.

- a) Honoraria entitlement:
  - i. A co-opted student is entitled to the honoraria for the position paid on a pro-rata basis for the period of the academic year which they hold. They may not however be entitled to any back payments relating to the amount of time the position has been vacated.

**10.8. No Confidence**

- a) In the event of the failure to win a resolution of confidence in the whole ASEC at any General Meeting, the ASEC shall continue in office until a new ASEC has been elected.

- b) An election shall be held within fifteen (15) clear days of the General Meeting in question.
- c) In the event of the failure to win a resolution of confidence in an ASEC member at any General Meeting, the ASEC member shall immediately vacate the office and a by-election be called according to Sections 10.6 - 10.7 (Vacancies).
- d) Nothing in this Constitution shall preclude a member who previously held an ASEC position and who failed to win a resolution of confidence from being a candidate in a special by-election to fill the position so vacated or from assuming the office again if subsequently re-elected.

**10.9. Payment**

Payment of the following term's ASEC positions shall be set at a General Meeting;

- a) Any part-time ASEC member who is elected to office via a by-election, or is co-opted, is to be paid on a pro-rata basis for the period of the academic year for which they hold office.

**11. MINUTES AND RECORDS**

The Vice-President shall be responsible for ensuring that all Minutes are kept which shall record all the transactions and decisions of all General Meetings and of all meetings of the ASEC.

**12. CLUBS AND SOCIETIES**

- 12.1. Any Society or Club in the University having no fewer than seven (7) students may, subject to the approval of the ASEC, become affiliated to the Association.
- 12.2. Any such Society or Club shall have its membership open (usually without restriction) to all students of the University, but the office bearers of any such body may be confined to a particular College.
- 12.3. The Constitution for any Society or Club shall, as far as practicable, follow the provisions of the "Massey University Clubs Constitution."
- 12.4. Any Society or Club whose annual membership drops below seven (7) students or whose actions are considered to bring either the Association or University into disrepute shall be automatically disaffiliated from the Association at the discretion of the ASEC.

- 12.5. Only Societies or Clubs currently affiliated to the Association, having at least ten (10) members may be eligible for club grants, subject to the approval of the Massey University Clubs, Societies and Cultural Groups Committee.
- 12.6. To be eligible for a club grant, all clubs and societies must be affiliated to the Association and adhere to the Massey University Club Grants Policy.

### **13. THE COMMON SEAL**

- 13.1. The Association shall have a Common Seal, which shall be the responsibility of the Vice-President position, who shall ensure the safekeeping of the Common Seal.
- 13.2. The Common Seal shall not be affixed to any instrument except by the authority of a resolution of an ASEC meeting and shall be signed by two (2) ASEC members present at that meeting.

### **14. ALTERATION OF THE CONSTITUTION AND REGULATIONS**

- 14.1. The Association may, in a General Meeting, amend the Constitution, Regulations and Schedules providing for the furtherance of any of the objects of the Association and for the management of its affairs and those of its affiliated bodies, PROVIDED HOWEVER that no such amendment(s) shall be affected without the prior written consent of the ASEC and PROVIDED FURTHER that there is no such addition or alteration or rescission of the pecuniary profit clause or the winding up clause in the Constitution without the approval of the Inland Revenue Department.
- 14.2. The Constitution and Regulations of the Association shall not be amended except at a General Meeting and after at least five (5) clear days public notice of the proposed amendment shall have been given, provided that any amendment to the Constitution or Regulations of the Association shall not detract in any way from the charitable nature of the Association PROVIDED HOWEVER that no such amendment or amendments shall be affected without the prior written consent of the ASEC.

### **15. DISPOSITION OF THE PROPERTY ON DISSOLUTION**

On the winding-up or dissolution of the Association, the surplus assets of the Association, after payment of all costs, debts and liabilities shall be handed to a charitable organisation of the majority of the members choosing, to be held upon trust and invested for the benefit of the student community until such time as a similar Association is formed PROVIDED THAT no such assets may be distributed to an



association which permits members to receive personal pecuniary benefits or a distribution of assets on winding up, or whose rules may be altered to permit such benefits or distributions.

# **SCHEDULE 1: EXECUTIVE**

## **1. ASEC AREAS OF RESPONSIBILITY AND PAYMENTS**

### **1.1 ASEC Payments**

ASEC Members shall be paid according to the following conditions:

- a) Honoraria payments must be set at a General Meeting prior to the election for their year of office.
- b) The honoraria payments shall be commensurate with the extent to which the areas of responsibility to the Association and its members have been fulfilled at no greater than current commercial rates provided that:
  - (i) The maximum sum payable to the President shall be \$26,500 (Gross)
  - (ii) The maximum sum payable to the Vice-President shall be \$10,500 (Gross)
  - (iii) The maximum sum payable to the 4 Officer positions shall be \$7,000 (Gross)
- c) All ASEC members must submit to the ASEC a written report of their Executive activities for the period to the end of the First Semester and this report should be submitted by the first week of the Second Semester. A final written report of the whole year's activities to 15<sup>th</sup> November should be submitted by the 30<sup>th</sup> November.
- d) ASEC members are encouraged to seek advice of past ASEC members and/or other Albany Students' Association Incorporated associates through whichever medium is considered appropriate.

### **1.2 Expenses**

- a) The ASEC are empowered to reimburse members who have suffered personal expenses as a result of official activities provided that notification of expected expenses is given in advance and upon presentation of appropriate documentation.
- b) Expenses shall be reimbursed when an arrangement is made prior to the associated activities.
- c) The ASEC shall reimburse ASA delegates actual travel costs to conferences and national Hui at a rate not exceeding stand-by airfares.

## **2. FUNCTIONS AND POWERS OF ASEC MEMBERS**

The ASEC shall be responsible for the competent running of the Association on their campus within the constraints of General Meeting policy.

### **2.1 General**

All ASEC positions shall:

- a) Be responsible for ensuring that the Association's Constitution and Regulations are upheld.
- b) Be active members of both University Committees, and Association Committees to which they are appointed.
- c) Be responsible for representing the Association and the interests of students
- d) Fulfil the requirements of their ASEC position
- e) Ensure effective communication lines are maintained between all ASEC members
- f) Ensure there is adequate liaison with the members concerning their activities.
- g) Undertake training and other such duties as prescribed by the ASEC.
- h) Ensure the training of successors to their individual portfolios, such training to commence as soon possible after the new ASEC has been elected.
- i) Report at each ASEC meeting on matters that have arisen of interest to the Association and of matters dealt with by the ASEC.
- j) Complete any other task or responsibility that may be delegated to you.
- k) Attend all ASEC meetings.
- l) Attend and assist all Association events;

### **2.2 Employer**

The ASEC shall function as the employer of staff and shall ensure that all legal functions are discharged accordingly.

### **2.3 Budget**

The ASEC shall formulate the budget to be set at a General Meeting and to ensure this budget is followed and amended as appropriate.

### **2.4 Expenditure**

The ASEC shall ensure that all expenditure of the Association is accounted for:

- a) All major activities shall have budgets and accounts presented;
- b) All expenditure shall be authorised by the ASEC;
- c) All payments should be ratified by the ASEC.

**2.5 Accounting**

The ASEC shall ensure that the Association accounting procedures are adequate and are followed and the audited accounts are presented to the AGM.

**2.6 Education and Welfare**

The ASEC shall coordinate work on education and welfare on the Albany Campus.

**2.7 Social Activities**

The ASEC shall direct the work of organising social and cultural activities on campus.

**2.8 Appointments**

The ASEC shall appoint people from time to time to carry out certain tasks. Adequate advertising shall be given for these positions. The ASEC shall ensure letters of appointment or contracts are signed.

**2.9 Publicity of Activities**

The ASEC shall ensure that there is adequate publicity of their workings to the Association members.

**2.10 Sports**

The ASEC shall direct the Association's work on sport.

**2.11 Strategic Planning**

The ASEC shall update, establish and implement a strategic plan for the Albany Students' Association (Incorporated).

**2.12 General**

The ASEC shall oversee all the works of ASEC members and try to act in the best interests of the Association.

**2.13 Portfolios**

That the ASEC has the power to specifically assign portfolios on a semester-by-semester basis to ASEC and/or other Association members. These positions are held accountable to the descriptions as per section 2.14.

- a) Where such assignments are made to members other than ASEC members then those persons shall be directly accountable to the ASEC through a nominated ASEC member who shall report on their behalf as requested by the ASEC, but in any case, they shall report no fewer than once in any one semester.
- b) The ASEC, upon receipt of a portfolio report shall have the power to make such payments as it alone shall determine.

**2.14 ASEC Positions**

- a) **President position shall hold the following responsibilities:**
  - i. Lead the ASEC and work with the team to establish goals for the term of office and
  - ii. Ensure adequate measures are in place for goals and that timelines are being adhered to
  - iii. Have regular meetings with the general manager and advocacy coordinator
  - iv. Have regular meetings with University hierarchy
  - v. Be the Association's representative on MUSAF
  - vi. Attend NZUSA and other external body meetings where appropriate
  - vii. Review grant applications and represent the Association on the Clubs, Societies and Cultural Groups committee
  - viii. Chair all ASEC meetings
  - ix. Act as the media representative on behalf of the Association, including working with Massive and writing a column for each fortnightly issue.
  - x. Contribute to the Association's social media platforms
  - xi. Be a bank signatory and authorise Association spending through the bank
  - xii. Represent ASA for external and internal matters
  - xiii. Organise and deliver training for the current and new ASEC members
  - xiv. Meet with each Officer monthly

xv. Meet with Vice President regularly

b) **Vice-President position shall hold the following responsibilities:**

- i. Following schedule of regular review and update of Association policy & constitution document
- ii. Communicate regularly with the Association general manager
- iii. ASEC meetings: Set dates and times for ASEC meetings
  - Collect items for the agenda for ASEC meetings
  - Prepare, publicise, and circulate the agenda 3 days ahead of the meetings
  - Record the minutes for the meetings and file on the server within 3 days of the meeting
  - Ensure the minutes are accessible to the ASEC
  - Ensure ASEC meeting dates are posted on ASA Facebook & website calendar
  - Prepare and provide food for the meeting
- iv. ASA Special General meeting and Annual General meeting
  - Prepare agenda and arrange for it to be posted as per ASA constitution
  - Take minutes, file on server and arrange for it to be posted
  - Promote attendance of the general meetings to the membership
- v. Meet with President regularly
- vi. Meet with each Officer fortnightly
- vii. Maintain the ASEC to do list
- viii. Monitor ASEC fulfilment of goals and manage as appropriate
- ix. Organise a system that guides ASEC members to commit to their roles
- x. Ensure ASEC have operational tools to fulfil their roles
- xi. Take on role of president in the president's absence
- xii. Organise elections for the new ASEC
- xiii. Report to ASEC regarding financial situation for ASA

c) **Engagement Officer position shall hold the following responsibilities:**

- i. Engage and consult with the student body regarding activities that would enhance their student experience
  - ii. Meet with President monthly and Vice President fortnightly
  - iii. Attend regular meetings with the Campus Culture Co-ordinator
  - iv. Attend the University Sports and Recreation meeting
  - v. Keep in regular contact with Massey's Clubs' and Activities Co-ordinator
  - vi. Review grant applications and represent the Association on the Clubs, Societies and Cultural Groups committee
  - vii. Maintain relations with all clubs through their executive; meet with any club executives if support is required
  - viii. Promote the Association's volunteering program
- d) **Education Officer position shall hold the following responsibilities:**
- i. Engage and consult with the student body regarding academic and support issues that would enhance their student experience whilst studying
  - ii. Support and assist with student recruitment to academic committees
  - iii. Maintain a relationship with the ASA Advocacy Coordinator; for input to the role and to report academic issues
  - iv. Actively promote the Association's Class Advocates programme
  - v. Actively promote student representation on academic committees
  - vi. Review and provide feedback on University academic policies
  - vii. Maintain a relationship with academic faculty and provide assistance where appropriate
  - viii. Maintain a relationship with clubs, and provide assistance where appropriate
  - ix. Meet with President monthly and Vice President fortnightly
- e) **Welfare Officer position shall hold the following responsibilities:**
- i. Engage and consult with the student body regarding welfare and support issues that would enhance their student experience whilst studying
  - ii. Maintain a relationship with the ASA Advocacy Coordinator; for input to the role and to report welfare issues

- iii. Maintain a relationship with Massey's Health and Counselling service and Health and Safety advisor
  - iv. Attend Campus Health and Safety meetings
  - v. Have fortnightly meetings with the Advocacy Co-ordinator and Advocacy Assistant
  - vi. Meet with President monthly and Vice President fortnightly
  - vii. Maintain a relationship with clubs, and assist where appropriate
  - viii. Maintain a relationship with Chaplaincy
  - ix. Promote services and resources that provide financial support for students
- f) **Cultural Officer position shall hold the following responsibilities:**
- i. Engage and consult with the student body regarding activities that would enhance their student experience with relevance to cultural, spiritual, and ethnic groups on campus
  - ii. Work on issues of relevance to cultural, spiritual, and ethnic groups on campus
  - iii. Ensure that in other areas of work of the Executive and Association there is representation of cultural, spiritual, and ethnic issues
  - iv. Work with and facilitate cultural, spiritual, and ethnic groups on campus
  - v. Promote and facilitate student involvement in cultural activities on campus
  - vi. Maintain a relationship with clubs and assist where appropriate
  - vii. Meet with President monthly and Vice President fortnightly
  - viii. Engage and consult with the international student cohort



## **SCHEDULE 2: ELECTIONS**

### **1. Eligibility to vote**

- 1.1 Any member of the Albany Students' Association may vote for the ASEC of the Association.

### **2. Returning Officers**

- 2.1 The General Manager shall appoint a Returning Officer, who must be a senior member of the Massey University administration to act in the capacity of Returning Officer for the ASA.
- 2.3 Neither the Returning Officers nor Deputy Returning Officers shall nominate candidates and must not have a conflict of interest (such being decided by the General Manager).
- 2.4 Shall advise candidates that no form of personal electioneering shall take place on the days of polling and that personal campaign spending is limited to an amount decided by the ASEC. Responsibility for removing personal publicity lies with the candidate. Failure to comply with any of the terms of conduct as defined in the Election Schedule may, at the joint discretion of the Returning Officer and General Manager, result in disqualification of the nomination, candidate or campaign.

### **3. Roll of Voters**

- 3.1 Any member of the Association
- 3.2 Any Massey Albany student who wishes to vote, but is not a member of the Association, may sign up as a member at the time of voting to gain voting eligibility.

### **4. Election Procedure**

- 4.1 An election must be held for every ASEC position.
- 4.2 For each ASEC position, in respect of which the election applies, there shall be provision for a "No Confidence" vote.
- 4.3 Members may also launch a "No Confidence" campaign to gain votes against another candidate. "No Confidence" campaigns shall be subject to the same rules, regulations and actions as any other candidate, and must be registered with the Returning Officer.
- 4.4 If the number of "No Confidence" votes exceeds the total valid votes for the highest polling candidate for that position, then none of the candidates shall be elected to that position, and another election shall be held for that position.
- 4.6 Alternative methods of voting can be incorporated into the election process if the ASEC so desires. These could include but are not limited to paper ballots and postal ballots.

- 4.7 A voter must prove his or her membership by entering his or her unique Massey University student identification number into the online voting form.
- 4.8 Where Albany Students' Association (Incorporated) receives only one (1) nomination for a by-election, no by-election is to be held unless a petition of ten (10) students requesting a by-election is received by the Albany Students' Association Incorporated office by 4.30 p.m., five (5) clear days following the close of nominations. Subject to the petition being received and verified, the normal by-election process will be followed. In the absence of any petition being received, the candidate will be declared elected at 4.30 p.m., five (5) working days following the close of nominations.

## **5. Nominations**

- 5.1. Public Notice calling for nominations for election to the ASEC shall be given within fifteen (15) clear days of the first polling day.
- 5.2. Nominations for election to the ASEC must be in writing and be signed by no fewer than ten (10) Ordinary Members of the Association and bear the written consent of the nominee.
- 5.3. Nominations shall close fourteen (14) clear days after opening.
- 5.4. Where no nominations are received for an advertised position as part of the General Election of ASEC in the second semester, nominations will immediately re-open for a further five (5) clear days. Nominations for any positions left unfilled will open in the second week of the first semester of the forthcoming year.

## **6. Voting**

Voting for the ASEC shall take place on five (5) consecutive days between the period Friday 4 p.m. and the following Wednesday 4 p.m. before the end of the SECOND semester.

## **7. Code of Conduct in Albany Students' Association Incorporated elections**

Non-observance of these codes of conduct is grounds for disqualification:

- 7.1 All candidates are responsible for removal of their personal campaign publicity material before 4.00 p.m. on the last day of campaigning and for notifying the Returning Officer in writing that to the best of their knowledge this has occurred. Candidates must sign a provided form to the General Manager that confirms this.
- 7.2 All candidates shall attend at least one (1) meeting of the Association before the days of polling.
- 7.3 There is to be no form of personal electioneering on the days of polling.
- 7.4 No candidates may interfere with another candidate's campaign.

- 7.5 Candidates must observe the Election Candidate Code of Conduct Policy and the Returning Officer shall advise candidates of this policy in writing.

**8. Vote Counting**

- 8.1 When polling closes, the votes will be validated against the roll of enrolled Albany internal students at Massey University as members of the Association. The Returning Officer shall decide whether a vote is valid.
- 8.2 If there is equality of votes for an ASEC position, a special poll shall be run for that position, no later than five (5) clear days after the declaration.
- 8.3 Immediately after the votes have been counted and validated, the General Manager shall notify all candidates, and will send a joint written declaration signed by the General Manager and Returning Officer of the results to the Vice-President of the Association who shall authorise the results to be posted on the Association website.
- 8.4 The voting records or other voting related media must be retained for seven (7) clear days.

**9. Objections**

- 9.1 If a candidate and twenty-five (25) voters, or, any twenty (20) voters, wish to object to the election or poll, they may within three (3) days (excluding weekends or public holidays) of the result of the election or poll, lodge their objection in writing to the Vice-President of the Association.
- 9.2 The written objection must allege specific grounds, and only these shall be investigated.
- 9.3 The ESC shall act as arbitrators who shall hear the complaints and decide whether the election or poll was invalid.
- 9.4 If the election or poll is invalid a fresh election or poll must be held.
- 9.5 Grounds for disqualification are set out in the Elections schedule.

**10. Other matters**

The ASEC shall decide all matters relating to elections or polls not already dealt with in these regulations.

## **SCHEDULE 3: MEETING PROCEDURE**

### **1. GENERAL MEETING PROCEDURE**

- 1.1. Minutes of the previous General and AGM Meeting shall be read and confirmed.
- 1.2. Chairperson shall have same rights as ordinary members, being able to move, second or speak to a motion providing that they vacate the Chair to do so. The Chairperson shall have an ordinary vote and a casting vote where necessary. The Chairperson shall be heard without interruption.
- 1.3. **Motions**
  - a) These must be moved and seconded, and of an affirmative character, being debated.
  - b) Can only be withdrawn with the leave of the meeting.
  - c) The Chairperson may accept no motion that is substantially the same, or directly contravenes an already received motion.
  - d) A motion may be amended if mover and seconder agree.
  - e) The mover has right of reply before voting.
  - f) Motion is decided by voice, unless a division is requested.
- 1.4. **Amendments**
  - a) May not be moved by mover or seconder of original motion.
  - b) Any motion to amend must be resolved before addressing the original motion.
  - c) Only one at a time.
  - d) Must not negate the motion being discussed.
  - e) If Carried, becomes part of the substantive motion.
  - f) Must be relevant to question it is intended to amend.
- 1.5. **Procedural Motions**
  - a) **"That the motion be not now put":**
    - i) - Chair may accept or reject.
    - ii) - Must be moved and seconded.
    - iii) - May be discussed.
    - iv) - Cannot be moved on an amendment.
    - v) - No right of reply.

- vi) - If lost: substantive motion must be put at once.
- vii) - If Carried: substantive motion cannot be brought forward again at that meeting.
  
- b) **"That the motion be now put":**
  - i) - Chair may accept or reject.
  - ii) - Must be moved and seconded.
  - iii) - No discussion or amendment.
  - iv) - If Carried: motion or amendment must be put at once, subject to a right of reply.
  - v) - If Lost: debate continues.
  
- c) **"That we proceed to next business":**
  - i) - Must be moved and seconded.
  - ii) - No amendment or discussion.
  - iii) - Cannot be moved while someone is speaking.
  - iv) - Only moved once in each half-hour.
  - v) - If Carried: discussion on question before meeting ends (if carried on an amendment original motion discussion continues).
  - vi) - If Lost: debate continues.
  
- d) **"No Confidence in Chair" (as such):**
  - i) - Moved and seconded.
  - ii) - Mover speaks and chairperson replies.
  - iii) - Motion put to meeting without further discussion.
  - iv) - If Passed: Vice-President of meeting takes the Chair and elects a new Chairperson.
  
- e) **Adjournment of meeting or debate:**
  - i) - Moved and seconded.
  - ii) - Discussion, no right of reply.
  - iii) - Amendments only to time, date, and place allowed.
  - iv) - Only moved at end of a speech.
  
- f) **Motions that are put without debate:**
  - i) - That the questions be now put.
  - ii) - That the meeting proceed to the next business.

iii) Procedural motions must be carried by a majority of three-fifths of the members present.

g) **Points of Information:**

i) The Chairperson shall allow members to give personal explanation of remarks or actions.

ii) The Speaker must keep to the point of the question.

h) **Points of Order:**

i) Any member may state a point of order at any time.

ii) Must keep to point of order.

iii) Chairperson ruling is final. No discussion.

1.6. **Conduct of Meeting**

a) Everyone shall obey rulings of the Chairperson.

b) Any member of the Association may address the meeting, however no member may speak twice on a question unless it is:-

i) Right of reply;

ii) With consent of meeting;

iii) As point of order or information;

c) Furthermore, no member may speak for longer than five (5) minutes without the leave of the meeting.

d) Chairperson may speak for ten (10) minutes.

e) Chairperson can divide a question for voting purposes.

f) Resolutions of the Association shall not be discussed unless there is a motion to rescind before the meeting.

g) Any member present may call for divisions. The Chairperson shall nominate two (2) members to count the "yes" and "no" votes, which must be indicated by a show of hands.

h) Any standing order may be suspended by leave of three-quarters (3/4) of the meeting, but only for that meeting.

i) All meetings of the Association and ASECs shall be governed by these regulations.

j) Any dispute on meeting procedure shall be settled by reference to "Law and Procedure at Meetings" by D.A. Dale (1967 Sweet and Maxwell (N.Z.) Ltd.).

**1.7. Meeting Parts**

- a) A brief explanation of why items are in Part II, along with their title, must be given on the Part I agenda. Any supplementary items for Part II must be initially raised as a notice of supplementary items in Part I along with the brief explanation of why the discussion is to be held in Part II.

**1.8. Exclusion of the Public**

- a) Before moving into Part II the following standard motion must be passed:
- b) The Chairperson will move: "THAT members of the media and public be now excluded from the meeting so that for the under-noted reasons, the following matters may be discussed without public disclosure; the ASEC being satisfied, where appropriate, that there are considerations which outweigh the public interest of disclosure."
- c) Standard reasons shall be as set out below:
- d) To protect the privacy of natural persons;
  - i) To protect information where the making available of the information would disclose a trade secret;
  - ii) To protect information where the making available of the information would be likely to unreasonably prejudice the commercial position of the person who supplied or who is the subject of the information.
  - iii) To enable an organisation holding the information to carry out, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).
  - iv) Other reasons including the previous inclusion of the topic in Part II of a Council Meeting and irregular reasons as may be brought up from time to time.
- e) The decision of whether the item shall be included in Part 1 or Part II of the Agenda shall be made by the Chairperson and must be included on the agenda with the specific reason from 1.8.c) noted next to it.
- f) If the meeting wishes to move an item from Part II to Part 1 it may do so by a majority vote.

## **SCHEDULE 4: HONORARY LIFE MEMBERS**

Honorary Life Membership to the Albany Students' Association Inc. has been conferred on the following persons:

Nigel Charles Green	17 March 1999
Derek Ross Quigley	9 October 2002
Paula Bennett	19 March 2008
Matthew Evetts	19 March 2008
Bradford Heap	1 August 2012



## **SCHEDULE 5: MEMORANDUM OF UNDERSTANDING**

The Albany Students' Association Incorporated adheres to the Memorandum of Understanding between Te Waka o Nga Akonga Maori Incorporated and the Albany Students' Association Incorporated as laid out below:

### **MEMORANDUM OF UNDERSTANDING**

Between:

Albany Students' Association Incorporated (ASA)  
&  
Te Waka o Nga Akonga Maori Incorporated (Te Waka)

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#### **1. BACKGROUND**

- 1.1 ASA recognises Te Waka as the parallel body that represents Maori students of Massey University, Albany, as under the auspices of Te Tiriti o Waitangi.
- 1.2 Te Waka recognises ASA as the parallel body that represents all students of Massey University, Albany.
- 1.3 Both Te Waka's and ASA's constitutions have sections relevant to this agreement which are included in Appendix 1 for future reference.
- 1.4 Te Waka o Nga Akonga Maori Incorporated and Albany Students' Association Incorporated wish to enter into this Heads of Association Agreement to record:
- 1.5 The way they have agreed to manage their respective obligations and responsibilities in respect of the Maori students who are members of both organisations; and
- 1.6 The way they have agreed to allocate student association fees between the Associations.

#### **2. INTERPRETATION**

- 2.1 "**University**" shall mean Massey University as constituted by the Education Amendment Act of 1990.
- 2.2 "**Maori Student**" shall mean (as summarised from Rule 2 of the Te Waka Constitution) any person who:
  - 2.3 Identifies as Maori and who is a descendant of a Maori Ancestor; and
  - 2.4 Is currently enrolled in any programmes of study operated under the auspices of Massey University Albany.
- 2.5 "**Tumuaki**" shall mean President of Te Waka.

2.6 "**Kaimahi**" shall mean the executive committee of Te Waka.

### **3. TERM**

3.1 This Agreement will commence on the date of signing by both Te Waka and the ASA provided that:

3.2 It is first ratified at General Meetings of both ASA and of Te Waka.

3.3 It must be annually ratified and adjusted where necessary at both the Annual General Meetings of ASA and of Te Waka.

3.4 This Agreement will terminate:

- (a) If any other Special General Meeting of either Te Waka or ASA votes to terminate this Agreement, as from the date of the relevant Special General Meeting. This SGM must have constitutional quorum for each respective party and cannot be a deferred SGM in the case of failed quorum. Any vote to nullify this agreement must have a two-thirds majority.

### **4. GENERAL PRINCIPLES**

4.1 Each party shall operate under their respective constitutions and regulations (adhered to in the constitutions).

4.2 Both parties will, where agreed, collaborate on issues that are in the best interests of both organisations.

4.3 Te Waka will have autonomy in deciding how to best represent the interests of Maori students at Massey University, Albany subject to the Objects set out within Te Waka's constitution.

4.4 Te Waka will have priority in implementing Maori student initiatives and activities at Massey University Albany, subject to such initiatives and activities being within the Objects set out within Te Waka's constitution.

4.5 Te Waka will advocate for Maori students where they deem it appropriate and it has been requested by a student.

### **5. HUI**

5.1 Te Waka Kaimahi and the Albany Students' Executive Committee (ASEC) will meet twice yearly at a date and time mutually agreed by both parties (once in semester one and once in semester two) to discuss any issues arising and matters of importance to the Associations. And any other time where any issues of consequence arise which require the Associations' urgent consultation / discussion / consideration.



- 5.2 One Hui shall be hosted by ASA and one by Te Waka. The associated costs for that Hui will be paid for by the host. The host will appoint a chair for their respective meeting.
- 5.3 The ASA President and the Te Waka Tumuaki shall meet regularly to ensure a regular flow of information between the two organisations.
- 5.4 Te Waka forfeits the right to appoint a Maori Students' Representative on ASEC. ASEC however reserves the right to co-opt the Te Waka President onto the committee, dependent on the acceptance of the Te Waka President.
- 5.5 Each respective committee shall issue a report of activity twice yearly at the end of each semester for the purpose of sharing information.
- 5.6 Te Waka and ASA will work together at all times on the grounds of goodwill and any negotiations will be in good faith.
- 5.7 In the event that a decision regarding Maori students arises and ASA is unable to organise a meeting with Te Waka prior to making the decision, then ASA will abstain on matters and decisions where a vote would be detrimental to Maori students, and prior to the vote and decision being made, ASA must inform the Tumuaki of the issue through whichever form of communication is most appropriate, immediate and efficacious.

## **6. TERMS OF REVIEW**

- 7.1 In the event that any part of this agreement needs to be reviewed, both parties will negotiate in good faith.

## **7. AUTHORITY**

- 8.1 Each party confirms that it has authority to enter into this Memorandum of Understanding. The Memorandum shall be signed by each party in accordance with the provisions of their respective Constitutions.

## **SCHEDULE 6: The first executive**

The first executive as of 1999 of the Albany Students' Association was:

**Maria Cavanagh** - President

**Nadia Malizia** - Administration Vice-President

**Mary-Elizabeth Broadley** - Education and Welfare Vice-President

**James Costello** - Mature Students' Representative

**Sue Moselen** and **Michelle Herbert** - Maori Students' Representatives

**Ajay Ranipeta** - International Students' Representative

**Rita Pogai** and **Vaughn Penn** - Pacific Island Students' Representatives

**Julia Clark** - Recreation and Leisure Representative

**Amber Fitton** - Women Students' Representative