



Constitution

Of

Lincoln University Students' Association Incorporated
Te Rōpū Ākoka O Te Whare Wānaka O Aoraki

As at March 2025



[Signature] - President
CB Heheler - Vice President
[Signature] - Secretary
[Signature] - Disability/EDI rep
[Signature] - LUSA General Manager

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Part I. Introduction

Clause 1. Name

- 1.1. The name of the society shall be Lincoln University Students' Association Incorporated.

Clause 2. Interpretation

- 2.1. In this Constitution, if not inconsistent with the context:

Act means the Incorporated Societies Act 2022 and any amendment thereof.

Accountant means the Accountant employed by the Association.

Affiliated Body means any club, society, or similar student body affiliated to the Association as hereinafter prescribed.

Association means the Lincoln University Students' Association Incorporated.

Common Seal means the Common Seal of the Association.

Constitution means this document, the Constitution of the Lincoln University Students' Association Incorporated.

EDI means equity, diversity and inclusion.

Enrolment means Enrolment as set out in the University Calendar.

Executive means the persons appointed or elected in accordance with clause 13.1 to govern the affairs of the Association pursuant to this Constitution, who number not less than the required quorum acting together as the governing body of the Association.

Financial Year or **Calendar Year** means 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.

Fit and Proper Person means a person of good character and standing, as reasonably determined by the Executive.

General Manager means the General Manager of the Association appointed by the Executive.

General Meeting means a General Meeting of the Association.

Life Member means any Life Member of the Association as prescribed hereinafter.

Officer has the meaning given to that term in the Act.

President means the member of the Association so appointed and continuing in office for the time being, in accordance with this Constitution.

Primary Stakeholder means students of Lincoln University.

Purposes means the specific purposes for which the Association has been established, as described in clause 5.1.

Qualified means the person:

- (a) **Member:** Is a currently enrolled student, who pays a student services levy as part of their Lincoln University enrolment fees, and in the case of the President, was also a student within the year preceding when he or she was first elected;
- (b) **Standing:** Is not an undischarged bankrupt or a person disqualified from being elected or appointed or otherwise holding office under section 47 of the Act;
- (c) **Fit and Proper:** Is a Fit and Proper Person; and
- (d) **Criteria:** Meets any criteria specified for the role held or campaigned for as set out in this Constitution or in any by-laws.

Regulations means the Incorporated Societies Regulations 2023.

Secretary means the member of the Association so appointed and continuing in office for the time being, in accordance with this Constitution.

Service Level Agreement means the agreement for services and payment between Lincoln University Students' Association and Lincoln University.

Solicitor means the Solicitor retained by the Association.

Staff means an employee of the Association.

Student means any currently enrolled (in a minimum of 15 credits) person of Lincoln University.

Te Awhioraki is abbreviated from Te Awhioraki o Te Whare Wanaka o Aoraki, and is the Māori Students Association.

Tumuaki or **Te Tumuaki** refers to the Tumuaki of Te Awhioraki.

Term means an academic term as set in the University Calendar.

Treaty means Te Tiriti O Waitangi / Treaty of Waitangi, a copy of which is set out in Schedule C.

Unincorporated Society means a club or society not registered under the Act.

University means Lincoln University.

University Council means the Council of the University.

Vice-President means the member of the Association so appointed and continuing in office for the time being, in accordance with this Constitution.

Stakeholder means constituents who have a 'stake' or claim in some aspect of the Lincoln University Students' Associations' products, recreation, services, media, operations, markets, industry and outcomes.

2.2. In this constitution and in any Association policies unless the context otherwise requires:

- (a) **Plural and singular:** Words denoting the singular include the plural and vice versa;
- (b) **Gender:** Words denoting one gender includes the other genders;
- (c) **Inclusive Expressions:** The term 'includes' or 'including' (or any similar expression) are deemed to be followed by the words 'without limitation';
- (d) **Headings:** The headings in this Constitution have been inserted for convenience and will not form part of this Constitution or affect their interpretation in any way; and
- (e) **Statutes and regulations:** References to any statute, regulation, ordinance or by-law are deemed to extend to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing the same.

Clause 3. Te Tiriti O Waitangi / The Treaty of Waitangi

- 3.1. The Association recognises Māori as Tangata Whenua of Aotearoa and will act in accordance with Te Tiriti o Waitangi / The Treaty of Waitangi. Partnership with the Association's treaty partner Te Awhioraki is important and should be practiced regularly.

Clause 4. Recognition of Te Awhioraki

- 4.1. The Association acknowledges Te Awhioraki o Te Whare Wanaka o Aoraki as an autonomous body parallel to the Association, and as the official representatives of Māori students enrolled at Lincoln University.
- 4.2. Where possible, the Association will work closely with Te Awhioraki on activities that are relevant to both the Association and Te Awhioraki.
- 4.3. The President of the Association will meet regularly with the Tumuaki of Te Awhioraki to discuss the activities of the Association and Te Awhioraki with a view to being aligned in the operation and direction of their respective organisations on matters that are relevant to both of them.

Clause 5. Purpose

- 5.1. The primary purpose of the Association shall be to influence generations of graduates by enhancing the Lincoln University experience for all students through:
- (a) **Collective Voice:** Advocacy, representation and collective voice for students, to ensure the University and its subsidiaries provide high quality education and services.
 - (b) **Support:** Support, advice and representation for students relating to the University experience.
 - (c) **Clubs and Societies:** Fostering political, intellectual, cultural, sporting, recreational and social clubs and societies at the University.
 - (d) **Services:** Information, events and services that contribute to student success at Lincoln University.
 - (e) **Wellbeing:** Fostering and promoting the personal wellbeing of students and Staff.
 - (f) **Debate:** Promoting discussion and debate of issues concerning students.
 - (g) **Partnerships:** Working with those who further our purpose and the University experience.
 - (h) **Sustainable:** Operating in a professional, ethical and financially sustainable manner.

Clause 6. Powers

- 6.1. The Association has the capacity, rights, powers and privileges set out in section 18 of the Act.
- 6.2. The following powers of the Association are only to be exercised in furtherance of its Purposes:
- (a) **Represent:** Deal with, control, to represent and to act for the Primary Stakeholders of the Association in all matters in which the Primary Stakeholders as a whole are interested.
 - (b) **Preservation:** To keep and preserve all records likely to prove of value or historic interest to Lincoln University students.
 - (c) **Delegation:** Delegate to any person the powers of the Association and allow:
 - i. the Executive to sub-delegate to other persons any of the powers delegated to the Executive; and
 - ii. any person to whom the Association has delegated any power, to sub-delegate that power to any further person.
 - (d) **Publications:** Publish, issue and circulate any written works that may be for the benefit or the entertainment of Lincoln University students, or seem conducive to any of the Purposes.
 - (e) **Finances:** Administer and control all the funds, property and effects of the Association, subject to the direction of the Association as expressed by resolution of a General Meeting of the Association.
 - (f) **Raise Money:** Borrow or raise money on loan or otherwise, and to give such security for the repayment thereof over the property, funds and effects of the Association as it shall think fit provided the funds are for the purpose of promoting any matters in which the primary stakeholders as a whole are interested, and which are conducive to the Purposes.
 - (g) **Property:** Acquire and dispose of by purchase or otherwise any real or personal property for the purpose of establishing or maintaining any buildings, parts of buildings, or any other accommodation or facilities or for any other purpose whereby the Purposes or any of them may be furthered.
 - (h) **Investments:** To expend and invest monies in securities authorised by law for the investment of trust funds, and in any debentures or shares or stock units issued by any company.
 - (i) **Financial Assistance to Affiliated Bodies:** Assist Affiliated Bodies in such a manner and to such extent as the Executive may deem fit, whether by gift, loan, guarantee of overdraft or otherwise, in order that the Purposes may be thereby furthered; to exercise a general control over the affairs of all such Affiliated Bodies.

- (j) **Contracts:** Sign, execute, deliver and adopt any deed or document whatsoever which may require or seem expedient to be executed by the Association for the furtherance of any of the Purposes.
 - (k) **Licences:** To apply for and acquire any license or permits deemed necessary for the furtherance of any of the Purposes.
 - (l) **Property:** To sell, exchange, improve, lease, hire, mortgage, dispose or invest, 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 determine.
 - (m) **Join Other Organisations:** To join with any other person, association or corporation for the furtherance of any of the Purposes, provided that the Association shall not join or leave any national body which requires a period of notice to be served before leaving without approval by ordinary resolution at a General Meeting.
 - (n) **Employment:** To hire and employ persons whose services may be deemed necessary for the furtherance of the Purposes, and to pay them salaries, wages and gratuities.
 - (o) **Legal:** To engage in, prosecute, defend and otherwise undertake any legal action or legal proceedings on behalf of the Association and any administrative bodies of the Association and for that purpose to expend such sums and employ solicitors and counsel and other advisers as may in the opinion of the Executive be desirable.
 - (p) **Incidental Powers:** To do all such other things as are incidental or conducive to the furtherance of the Purposes and the fulfilment of the Association's obligations to the University and its students as agreed under the Service Level Agreement.
- 6.3. All contracts in writing and documents dealing with property and/or securities shall be signed by at least two of the following three persons:
- (a) The President
 - (b) The Vice-President
 - (c) The General Manager
- 6.4. The Purposes, and Powers of the Association as set out in the foregoing provisions shall be read and construed as widely and liberally as possible, and shall be read and construed as Purposes and Powers.

Clause 7. Property

- 7.1. The income, assets and property of the Association shall be applied only towards the furtherance of the Purposes.
- 7.2. **No Private Pecuniary Gain:** No private pecuniary gain may be derived from the Association (by way of a distribution or otherwise) by any member of the Association, except that, to the extent permitted by section 24 of the Act:
- (a) **Remuneration:** The Association may pay reasonable and proper remuneration to any member of the Executive by way of salary or similar payment; and
 - (b) **Usual charges:** Any member of the Association may be paid by the Association all usual professional, business or trade charges for service or goods rendered, time expended, and all acts done by that member or by any firm or entity which that member represents.
 - (c) **Reimbursement of Expenses:** The Association will reimburse any member of the Association for expense properly incurred in connection with the affairs of the Association.
- 7.3. To avoid doubt, nothing in clause 7.2 prevents the Association from employing and remunerating its Staff, including reimbursing them for any properly authorised expense that they incur. The Association must not otherwise permit its Staff from deriving any private pecuniary gain from the Association.

Clause 8. Members

8.1. Lincoln University Students' Association recognises, as its primary stakeholder group, all students enrolled at Lincoln University, provided that only Students that pay a student services levy as part of their Lincoln University enrolment fees are eligible:

- (a) for election or appointment to the Executive;
- (b) to vote on any resolution or business of the Association; and
- (c) receive student services from the Association,

unless the Association by ordinary resolution at a General Meeting determines otherwise.

The restriction on the Association providing student services to non fee-paying members recognises that the Association is not remunerated and resourced to provide such services as well as not being able to practically provide such services to students that are also taught at institutions other than Lincoln University, whereupon that other institution will have its own rules, student body, student policies and procedures and services provided to those students.

8.2. The members of the Association shall comprise all Life Members and those natural persons who are Students, provided that from the date of the Association's registration under the Act, any person who is not currently a member but is or becomes a Student may, subject always to the restrictions in clause 8.1, become a member on providing to the Executive their consent to becoming a member in accordance with such process as the Executive may determine.

8.3. Subject to this Constitution, a person remains a member until they:

- (a) die;
- (b) cease to be a Student, unless the person is a Life Member;
- (c) resign by giving notice to the Secretary, in which case their membership ceases on the later of the date the notice is received by the Secretary or the date stated in the notice; or
- (d) receive notice from the Secretary that his or her membership has been terminated pursuant to clause 8.4 as at the date specified in the notice.

8.4. The Executive may revoke the status of membership from any member, on receipt of evidence acceptable to the Executive (at its absolute discretion) that:

- (a) the member has brought the Association into disrepute;
- (b) the member has caused the Association to suffer loss (which need not be limited to monetary loss); or
- (c) it is in the best interests of the Association that the person no longer be a member.

8.5. The Secretary must maintain a Register of Members to include each member's name, contact details for notices of meetings, the date on which the member's membership commenced, and any other details authorised by the Executive or required by the Act or the Regulations. The Register of Members must be:

- (a) kept as up to date as is reasonably practicable, with updates made as soon as practicable after a change becomes known in accordance with section 72(3) of the Act;
- (b) held in a secure place.

8.6. No member, other than an Officer, has the right to inspect the Register of Members except as conferred by statute or as authorised by the Executive, provided that access by any person is subject to the provisions of the Privacy Act 2020.

Clause 9. Life Membership

9.1. Life Membership may be granted by a General Meeting to any person who has given outstanding service to the Association. All Presidents upon relinquishment of office shall be automatically granted Life membership, provided that Life Membership granted in such a manner may be withdrawn at a General Meeting of the Association. Life Membership shall lapse upon the conviction of such member of a crime of dishonesty against the Association.

- 9.2. Life Members of the Association shall enjoy all the rights and privileges of primary stakeholders, except:
- (a) Voting rights at General Meetings and at elections and polls of the Association.
 - (b) Nomination to the Executive or any other position created by, for, the Association.
- 9.3. Life Membership of the Association shall cease in the following circumstances:
- (a) The death of the member.
 - (b) Receipt by the President of a letter of resignation signed by the resigning member.

Clause 10. Roll of Life Members

- 10.1. The General Manager shall ensure that a Roll of Life Members is maintained and available for Association business.

Part II. General Meetings of the Association

Clause 11. General Meetings

- 11.1. **Resolutions Binding:** Subject to the provisions of this Constitution, all resolutions of General Meetings shall be binding on the Executive.
- 11.2. **Quorum:** The quorum for a General Meeting of the Association shall be twenty five (25) members who are Lincoln University students and eligible to vote. However, if the only matters under consideration are the receipt and acceptance of the annual report and audited accounts and the appointment of the auditors and solicitors, the quorum shall be fifteen (15) Lincoln University students and eligible to vote. If such a quorum is not present within thirty (30) minutes of the time appointed for the meeting, then no business shall be discussed or dealt with and the meeting shall lapse.
- 11.3. **Voting on motion:** Any motion before a General Meeting can be passed by a simple majority of those Lincoln University students eligible to vote, present and voting, except which constitutional amendments require a two-thirds majority of those members eligible, present and voting.
- 11.4. **Procedure:** The procedure at General Meetings shall be governed by the rules set down in the Standing Orders, Schedule A to this Constitution (**Rules**).
- 11.5. **Manner of Voting:** Except where otherwise specified by the Rules, voting shall be by voice; provided that if any stakeholder present expresses such a desire, the Chairperson shall call for a show of hands; provided that if the meeting expresses such a desire, the voting shall be by secret ballot at the meeting. Voting by post or electronic means is not permitted, except for the election of the Officers where such electronic voting is in accordance with Schedule B.
- 11.6. **Proxy Voting:** Voting by proxy shall not be allowed.
- 11.7. **Chairperson's Vote:** The Chairperson shall have a casting vote only.
- 11.8. **Minutes:**
- (a) The chairperson of each General Meeting of the Association must ensure that full and accurate minutes are kept of all proceedings at that meeting.
 - (b) A copy of the minutes of all meetings, from and including the previous Annual General Meeting, must be sent to each member with notice of the Annual General Meeting.
 - (c) Minutes which have been confirmed at an Annual General Meeting as being correct (or are confirmed as being correct subject to agreed changes) in accordance with clause 11.16(a) must be signed by the chairperson of the Annual General Meeting at which they are confirmed. Minutes signed by the chairperson as being correct are prima facie evidence of the proceedings at the meeting of which they are a record.
- 11.9. **No resolution in lieu of meeting:** A written resolution in lieu of a General Meeting may not be passed for the purposes of section 89 of the Act.
- 11.10. **No conflicts escalation:** In accordance with section 67 of the Act, section 64(3) of the Act does not apply.
- 11.11. Pursuant to clause 8.1, only Students that pay a student services levy as part of their Lincoln University enrolment fees are eligible to vote on Association business. Nothing to the contrary contained elsewhere in this Constitution will affect this restriction.

Annual General Meetings

- 11.12. **Requirement for AGM:** In accordance with the Act, the Secretary must call an annual meeting of members to be held:
- (a) not later than 6 months after the balance date of the Association; and
 - (b) not later than 15 months after the previous Annual General Meeting.

- 11.13. **Meeting Date:** Subject to clause 11.12, the Annual General Meeting shall be held during term time and before the end of the second semester, as set down in the University Calendar. If quorum is not reached, the meeting must be rescheduled to the first appropriate time to comply with sub-clause 11.14.
- 11.14. **Notice:** Notice of the Annual General Meeting shall be advertised to Students during term time at least fourteen (14) days before such meeting, stating the time, date and place thereof.
- 11.15. **Member proposals:**
- (a) A member may give written notice to the Executive of a motion the member proposes to raise for discussion or resolution at the Annual General Meeting.
 - (b) If the notice is received by the Executive not less than 20 working days before the last day on which notice of the Annual General Meeting is required to be given by the Executive, the Executive must give notice of the member's motion and the text of any proposed resolution to all members entitled to receive notice of the meeting. The Executive may also give such motion at its discretion if it is received by the Executive within the 20 working day period.
 - (c) Where the Executive will give notice to members in accordance with clause 11.15(b), the Executive must give the proposing member the right to include in or with the notice given by the Executive a statement of not more than 1,000 words prepared by the proposing member in support of the motion, together with the name and address of the proposing member. However, the Executive need not include any part of such statement that the Executive considers to be defamatory or otherwise in breach of any law.
- 11.16. **Business:** The business of the meeting shall be:
- (a) to consider and confirm the minutes of the previous Annual General Meeting, and any intervening Special General Meeting, provided that failure to confirm any minutes will not invalidate the meeting of which the minutes are a record and will not prevent or otherwise restrict the continued operation of the Association;
 - (b) the consideration of the Annual Report and audited Balance Sheet for their adoption;
 - (c) the appointment of the Association Solicitor and Auditor;
 - (d) to present the notice of the disclosures, or types of disclosures, made under section 63 of the Act during the period to which the Annual Report relates (including a brief summary of the matters, or types of matters, to which those disclosures relate); and
 - (e) the transaction of any constitutional matters of which prior notice has been given.
- 11.17. The Annual Report and audited Balance Sheet shall be published and accessible to Students at least forty-eight (48) hours before such meeting.

Clause 12. Special General Meeting

- 12.1. **Convening:** The President shall convene a Special General Meeting on receipt of:
- (a) A direction from the Executive, as a result of a motion passed at an Executive Meeting.
 - (b) A requisition from at least four members of the Executive.
 - (c) A requisition, given at any time, from at least twenty members of the Association provided that the requisition or direction to call such a meeting shall state the motion or motions to be considered thereat, and clause 11.15(c) shall apply to the provision of an accompanying statement (with such changes as necessary).
- 12.2. **Notice:** Notice of a Special General Meeting shall be advertised to students at least seven (7) days before such a meeting, stating the time, date and place thereof and the business to be considered thereat.
- 12.3. **Business:** The business of the meeting shall be as follows:
- (a) Any motion or motions of which notice has been given in accordance with sub-clause 12.1 hereof,

- (b) Any further or other motion or motions of which notice in writing has been given to Secretary at least three (3) days before the date of the meeting, who shall ensure that an agenda including motions to be transacted be posted on the Association Website at least three (3) days before the date of the meeting.
- 12.4. **Meeting Date:** The Special General Meeting shall be held not later than fourteen (14) days after the date of receipt of the direction or requisition by the President; and shall not be held on a day when the majority of students are absent on field-trips.
- 12.5. **Failure to call a Special Meeting:** If the meeting is not so called within that period, the Executive or the stakeholders making the requisition may themselves call the meeting.

Part III. The Executive Roles, Functions, Powers and Procedures

Clause 13. The Executive

- 13.1. The Executive of the Association shall consist of at least five (5) and up to eleven (11) elected members and one (1) standing member, as follows:
- (a) **Elected:** The following elected members:
 - i) President
 - ii) Vice-President
 - iii) ONE (1) Secretary
 - iv) ONE (1) International Representative
 - v) ONE (1) Postgraduate Representative
 - vi) ONE (1) Postgraduate Engagement Representative
 - vii) ONE (1) Pasifika Representative
 - viii) ONE (1) Rainbow EDI Representative
 - ix) ONE (1) Disability EDI Representative
 - x) ONE (1) Wellbeing and Engagement Representative
 - xi) ONE (1) Sustainability Representative
 - (b) **Standing Position:** The following standing members:
 - i) The Tumuaiki of the Māori Students' Association or their nominee notified to the Executive in writing prior to the commencement of their term.
- 13.2. In that period between their election and taking office, the President-elect and Te Tumuaiki elect shall become a non-voting member of the Executive provided that this sub-clause 13.2 shall not apply to any such person who at the time of their election is already a member of the Executive.
- 13.3. **Role of the Executive:** The Executive is the governing body of the Association for the purposes of the Act.

Clause 14. Rules for the Executive

- 14.1. **Term of Office:** The Executive shall be elected annually in accordance with Schedule B of this Constitution. They shall take office on the first of December of each year, at which date the entire Executive of the previous year will retire.
- 14.2. **Resignation:** The Executive or any members thereof shall resign when called upon to do so by a two-thirds majority at a Special General Meeting called for that purpose. Any such motion requires notice to be given at least seven (7) days before the Special General Meeting.
- 14.3. **Qualified:** Every member of the Executive under sub-clause 13.1 hereof must remain Qualified at the time of their election and during their term of office.
- 14.4. **Postgraduate Representatives:** The Postgraduate Representative and Postgraduate Engagement Representative must be undertaking some form of Postgraduate studies in the year of office and must during that year be involved in, and have knowledge of, the Lincoln University postgraduate community.
- 14.5. **International Representative:** The International Representative must be enrolled as an international student as defined by Lincoln University and must during the year of office be involved in, and have knowledge of, the Lincoln University international student community.
- 14.6. **Rainbow EDI and Wellbeing Representative:** The Rainbow EDI and Wellbeing Representative must be part of the Rainbow community or an ally.
- 14.7. **Disability EDI and Wellbeing Representative:** The Disability EDI and Wellbeing Representative must have a disability as defined by The National Disabled Students' Association Incorporated.
- 14.8. **Pasifika Representative:** The Pasifika Representative must be from the Pacific Islands or have Pacific Island heritage.

14.9. **Ordinary Meetings of the Executive:**

- (a) An Ordinary Meeting of the Executive may be called at any time by the President or Vice President or by any two (2) members of the Executive.
- (b) During term-time at least 48 hours notice and during vacation at least 72 hours notice of any such meeting shall be given to each member of the Executive.
- (c) Such notice shall state the date, time and place of such meeting, but not necessarily the nature of any business to be discussed thereat.

14.10. **Emergency Meeting of the Executive:**

- (a) An emergency meeting of the Executive may be called at any time by the President or Vice President or by any two (2) 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.
- (b) Such meetings shall have the full power of the Executive in regard to formal business and to such business as may be specified in the notice calling the meeting, provided that the next Ordinary Meeting of the Executive shall nevertheless have full power to deal again with any such business and to rescind, alter or amend any resolution, appointment or other thing then passed, made or done.

14.11. **Chair:** The President shall be the Chair of all Executive meetings, provided that they may hand the Chair over to another member of the Executive for the duration of the meeting, or until the President takes the Chair again at their discretion.

14.12. **Quorum:** At any Executive meeting an attendance of not less than five (5) members of the Executive shall form a quorum competent to transact the business of the meeting; and if such quorum is 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 be void for all purposes.

14.13. **Conflict of Interest:** The Executive must comply with the conflict of interest rules set out in sections 62 to 73 of the Act.

14.14. **Meeting Procedure:** The procedure at meetings of the Executive shall be according to the Standing Orders as outlined in Schedule A of this Constitution, and in so far as such Standing Orders do not address a particular matter the Executive shall have full power to determine and regulate its own procedure.

14.15. **Attendance:** Every Primary Stakeholder shall be entitled to ask to attend any Executive meeting provided that they shall be admitted at the discretion of the Chair.

14.16. **Special Business:** Any Affiliated Body, or Primary Stakeholder of the Association desirous of bringing special business before the Executive may do so by means of a deputation provided that notice be given and that the object of the deputation be notified to the President.

Clause 15. Special Bodies

15.1. **Standing Bodies:** The Executive must ensure that an Advisory Panel is in place which includes between 1 and 3 people not employed by the Association or Lincoln University and who are not students.

15.2. **Advisory Panel Purpose:** The role of the Advisory Panel is to advise the Executive on all Association activities by attending Executive meetings. The Executive must take into account the advice and recommendation of the Advisory Panel from time to time, but is not bound by it.

15.3. **Meetings:** The Executive must arrange no fewer than nine (9) meetings per annum for the Advisory Panel to attend and provide advice and recommendations on Association activities.

15.4. **Delegation:** The Advisory Panel must never have a delegated authority to transact any business on behalf of the Executive or Association, including voting rights.

15.5. **Other Bodies:** The Executive may establish other committees as it considers appropriate from time to time. The membership of any such committee will be determined by resolution of the Executive. Any such committee may be disbanded upon resolution of the Executive.

Clause 16. Functions and Powers of the Executive

- 16.1. The Executive, subject to the powers and resolutions of the Association in General Meeting, may do all such things deemed by it to be necessary or expedient for the fulfilment of any of the Purposes and fulfilment of the Associations obligations to the University and its students as agreed under the Service Level Agreement.
- 16.2. **Appointment of Agents:** The Executive may appoint agents, delegates and committees to be responsible to the Executive for any control of any business of the Association, and any such individual or committee so appointed shall, subject to this Constitution, or any resolution of a General Meeting of the Association, have full power and authority to carry out such business.
- 16.3. **Advisory Capacity:** Any member of the Executive appointed by the Executive for such purpose may attend as of right in an advisory capacity any meetings of any Affiliated Body or its committee.
- 16.4. **Resolutions of the Executive:**
- (a) **Binding:** All resolutions of the Executive and all acts and these duly done or executed in good faith thereunder 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.
 - (b) **Evidence of Good Faith:** The fact that any such resolution is made in pursuance of any recommendations of a General Meeting shall be conclusive evidence of good faith and of the absence of any improper motive.
 - (c) **Effective Date:** Every such resolution shall take effect as from the date it is passed by the Executive provided that the Executive shall have the power to fix any prior or subsequent date as the date of such coming effect.

Clause 17. Addition and Removal of on the Executive Members

- 17.1. **Vacation from Office:** Any member of the Executive shall be deemed to vacate their office immediately upon:
- (a) **Resignation:** The member providing the President notice tendering their resignation. In the case of the President this notice must be submitted to the Executive;
 - (b) **Incapacitation:** The member dying or becoming incapacitated;
 - (c) **Absence from meetings:** Failure to attend three (3) consecutive Ordinary Meetings of the Executive unless they have first obtained leave of absence in respect to any such meetings or in respect of any period of time during which any of such meetings is held from the Executive;
 - (d) **Unqualified:** The member ceasing to be Qualified; or
 - (e) **Appointment:** Election or appointment to any other position on the Executive during their term of office in the former capacity.
- 17.2. **Presidential Vacancy:** In the event of the office of President becoming vacant:
- (a) The Vice-President shall assume such office until a new President is elected.
 - (b) If the office of Vice-President is vacant, the remaining members of the Executive shall appoint from amongst their members an Acting President until such time a new President is elected in accordance with the by-election process.
- 17.3. **Vice-Presidential Vacancy:** In the event of the office of Vice-President becoming vacant, the remaining members of the Executive shall appoint from amongst their members an Acting Vice-President until such time a new Vice-President is elected in accordance with the by-election process.
- 17.4. **Other Executive Vacancy:** For any of the other Executive vacancies the remaining Executive members may:
- (a) Call for a by-election to elect a new executive member in accordance with the By-Election process.

- (b) Co-opt a fellow Executive member into the position (where multiple offices can reasonably be held concurrently and a member has the appropriate expertise).
- 17.5. **Entire Executive:** In the event of the entire Executive being called upon to resign by a resolution of a Special General Meeting duly called for the purpose, the Executive shall continue in office until such time as a new Executive is elected in accordance with Schedule B of this Constitution.
- 17.6. **Performance Standards:** In the event that if a member of the Executive is not following the Purposes (Clause 5) or complying with the Code of Conduct Policy, the Executive may opt to do the following:
 - (a) Write to the non-performing member outlining the areas of concern and how they need to improve.
 - (b) A delegated member of the Executive meets with the non-performing member and discusses the areas that need improvement.
 - (c) In the event of continued breach of the Purposes (Clause 5) or of the Code of Conduct Policy, disciplinary action may occur.
- 17.7. **No by-election for short terms:** If any vacancy in an office of the Executive occurs within five (5) months of the end of a calendar year (other than under sub-clause 17.5) no by-election shall be required, and instead, the remaining members of the Executive may appoint a replacement to serve in the vacant position for the remainder of that Executive member's term.
- 17.8. **Co-Opting Executive Members:** By majority vote the Executive may co-opt a full student of Lincoln University into any vacant office except that of the President, provided that no other applicant has applied for the position and seven (7) days' notice is given to students to formally object to the nomination. A Returning Officer will be appointed by the Executive to ensure that due process is followed. Where more than one (1) candidate wants to fill a vacant position, a by-election must be held.

Part IV. Clubs And Societies

Clause 18. Affiliation

- 18.1. **Affiliation:** Any club, society or other body may apply for affiliation to the Association by written notice to the Association.
- 18.2. **Approval:** The Executive may grant affiliation at any time and upon such terms and conditions as it thinks fit provided that it has considered the requirements of sub-clause 18.7.
- 18.3. **Period of Affiliation:** The affiliation of any body shall expire automatically on 31 December in any one year. All remaining grant monies will be returned to the Association at that time.
- 18.4. **Termination of Affiliation:** The Executive may, at its discretion, terminate the affiliation of any Affiliated Body with the Association or vary the terms and conditions of such affiliation.
- 18.5. **Benefits of Affiliation:** Affiliated Bodies will receive the benefits set out in the relevant Association Policy from time to time.
- 18.6. **Grants to Affiliated Bodies:** The Executive may, in accordance with any relevant Association Policy but otherwise at its absolute discretion, make a grant from the Association to an Affiliated Body, subject to such conditions as the Executive considers fit and any conditions set out in a relevant Association Policy.
- 18.7. **Requirements of Affiliation:** It shall be a condition of affiliation that:
- (a) Membership of the Affiliated Body is open to all Students (subject to the payment of any reasonable membership fee, or levy) unless expressly exempted by the Executive;
 - (b) The Club has at least:
 - i. ten (10) members who are Lincoln University Students; and
 - ii. 80% of its membership who are Lincoln University Students.
 - (c) Affiliated Bodies must encourage their members to conduct themselves in accordance with the general objects of the Association and any Association policies in effect from time to time;
 - (d) A current copy of the constitution of the Affiliated Body must be lodged with the Association;
 - (e) No Affiliated Body should become bound, affiliated or otherwise connected to any other organisation without the prior consent of the Executive, and any affiliation or connection effected without consent shall be null and void; and
 - (f) The Affiliated Body complies with such other conditions of affiliation set by the Executive from time to time and of which reasonable notice has been given.
- 18.8. **Exemption from Requirements:** The Executive may, at their discretion, grant exemptions from one or more of the requirements in sub-clause 18.7.
- 18.9. **Limitation:** By granting affiliation to any club, society or other body, the Association by doing so, does not necessarily agree with, acquiesce, condone, or otherwise support in any way, the views expressed or actions undertaken by those affiliated to the Association. The Association will not be liable in any way whatsoever for any views expressed or the actions taken by those clubs, societies or other bodies so affiliated.

Clause 19. Affiliated Body Finances

- 19.1. All assets, property and cash possessed by any unincorporated Affiliated Body shall prima facie be the property of the Association, and shall revert to the control of the Executive upon dissolution of the body, or cancellation of its affiliation.
- 19.2. The Association shall not be responsible for any liabilities contracted or incurred by an unincorporated Affiliated Body without the written permission of the Association. Should any liability be so incurred, it shall remain the responsibility of the persons responsible for such liabilities, unless the Executive determines otherwise.

19.3. With respect to the funds of all unincorporated Affiliated Bodies:

- (a) These shall be deposited with the Association, which shall safe-guard such deposits.
- (b) All drawings shall only be made in accordance with sub-clause 20.2.
- (c) The Association shall be responsible for keeping an accurate account of all receipts and disbursements, income and expenditure incurred by such body.
- (d) The Association shall produce on request by a member of such a body, information concerning its financial position within seven (7) days of such request.
- (e) In special cases, the Executive may permit such an Affiliated Body to operate its own banking account for a period not exceeding one (1) calendar year, providing that the Executive may approve continuation of separate banking facilities if it deems fit.

19.4. The Association shall not in any circumstances be responsible for the financial affairs, conduct, or liabilities of an affiliated incorporated society.

Part V. Finance

Clause 20. Finances

- 20.1. **Bank Accounts:** The Association shall have at least one (1) banking account in any recognised bank or savings institution into which the following shall be placed:
- (a) All monies received by the Association.
 - (b) All monies received by Affiliated Bodies not separately incorporated under the Act.
- 20.2. **Payments:** All Payments made via the Association Banking Account shall be authorised by at least two (2) of the following four (4) persons:
- (a) The President
 - (b) The Vice President
 - (c) The General Manager
 - (d) Such other persons duly authorised by the Executive from time to time.
- 20.3. **Accountant:** The Association shall employ an Accountant to supervise the duties of writing up the Association's books of General Account and draw up for presentation to the Annual General Meeting of the Association a statement of Income and Expenditure, statement of Trust Funds controlled by the Association, statement of Financial position, audit and special accounts of the Association, render general advice and guidance especially in relation to matters of finance, be available as necessary to advise whenever assistance would be useful, and shall in addition carry out duties which may be given to them from time to time.

Clause 21. Annual Audit

- 21.1. **Audit:** The annual financial statements of the Association shall be audited each financial year by the Auditor appointed at the most recent Annual General Meeting, or if that Auditor has left office, by an Auditor appointed by the Executive. The Executive must provide the Auditor with:
- (a) Access to all information used in preparation of the financial statements;
 - (b) Additional information as requested;
 - (c) Access to all personnel who the auditor determines it necessary to obtain evidence; and
 - (d) Other assistance and information.
- 21.2. **Duty of Auditor:** It shall be the duty of the Auditor to examine the financial statements, of the Association to see that the Accountant has kept a record not only of all receipts and disbursements but also of income earned and expenditure incurred by the Association and of all the Association's Assets and Liabilities and to certify that the Balance Sheet is a true and accurate statement of the Association's financial position as shown by the financial statements.

Part VI. Miscellaneous

Clause 22. Common Seal

- 22.1. The Association shall have a Common Seal which shall be held for the Association by the President. The use of the Common Seal shall not affect the Association's ability to enter into any contract, which shall be done in accordance with section 123 of the Act and this Constitution.
- 22.2. **Common Seal:** The Common Seal shall not be affixed to any instrument except by the authority of a resolution of the Executive and the presence of the President, Vice-President and General Manager or of either of the same and of two (2) other members of the Executive, and the persons so witnessing the affixation of the Common Seal shall sign every instrument to which the Common Seal is so affixed in their presence.

Clause 23. Referenda

- 23.1. The Executive may, and shall upon the receipt of a requisition in writing signed by at least fifty (50) Lincoln University students eligible to vote, hold a poll amongst the Lincoln University students eligible to vote.
- 23.2. Within thirty (30) days from the receipt of the requisition, the Executive shall hold a poll, and if it does not do so, the members making the requisition may themselves hold the poll at the expense of the Association.
- 23.3. The wording of the poll shall be determined by the Executive, and shall provide for "For" "Against" and "Don't know" options, substantially in accordance with the requisition.
- 23.4. The result of any referendum shall be binding upon the Association and shall only be revocable upon the holding of a further referendum or at a General Meeting of the Association.

Clause 24. Disputes and Complaints

- 24.1. **Dispute Process:** This clause 24 sets out a process that must be followed in the event of a dispute (as defined in section 38(1) of the Act) that is between any of the persons referred to in section 38(1)(a) of the Act. To avoid doubt, this clause 25 also applies to any complaint by a member of the Association, a member of the Executive or the Association that is a dispute as so defined.
- 24.2. **Dispute Notice:** A member, or the Secretary on behalf of the Executive (as the case may be), claiming that a dispute has arisen must give the other party to the dispute a written notice of the details of the dispute narrated with sufficient clarity to enable any other party to understand the nature and basis of the dispute (**Dispute Notice**).
- 24.3. **Restriction on Commencing Court Proceedings:** A party to a dispute must not start court proceedings unless it has first complied with this clause 24.
- 24.4. **Good Faith Requirement:** The parties must in good faith attempt to resolve any dispute by negotiations, acting at all times consistent with the rules of natural justice, and using the following escalation procedure:
- (a) after a Dispute Notice has been given, the parties must first make an honest attempt to resolve the dispute;
 - (b) if the parties cannot resolve the dispute within ten working days after the Dispute Notice has been given, the parties must agree to the appointment of a mediator who will then assist the parties to a resolution through mediation. If the parties cannot agree on the appointment of a mediator within five working days of the need to appoint such a person, the President of the Association (or the immediately past President of the Association, if the President is a party to the dispute) must appoint a suitable mediator within a further two working days; and
 - (c) the mediation will be conducted in Lincoln provided that the mediator, at his or her sole discretion, may agree to an electronic form of communication in which to conduct the mediation, provided all parties can hear and communicate with each other.

- 24.5. **Support People:** Each party may have no more than two support people attending with them at any stage of the dispute resolution process provided that any such support person has no right to speak unless agreed to by the other party. Any such right to speak may be withdrawn by the other party, at their absolute discretion, at any stage of the process.
- 24.6. **Court Proceedings:** If resolution cannot be achieved through mediation either party may seek any relief it considers appropriate in a court of competent jurisdiction provided that the court may take notice of anything said or relied upon by either party at any stage after the Dispute Notice has been issued.
- 24.7. **Continuing Obligations of Parties:** The parties must continue to perform their respective obligations under this Constitution pending the resolution of a dispute, subject always to any member's right to terminate his, her or its membership of the Association in accordance with this Constitution.
- 24.8. **Costs:** Subject to any direction arising out of any resolution process each party must pay its own costs of complying with this clause 24.
- 24.9. **Complaints:**
- (a) A complaint by a member of the Association, a member of the Executive or the Association that does not amount to a dispute shall be managed in accordance with clauses 2 to 8 of Schedule 2 to the Act, as supplemented by this clause 24.9. This includes a complaint about a breach or alleged breach in the Association's policies or which concerns actions of the Executive, the Staff, or members of Affiliated Bodies that could bring the Association into disrepute.
 - (b) Clause 2 to 8 of Schedule 2 to the Act will apply instead of, or prior to the application of, clause 24.4 if determined by the Executive.
 - (c) Complaints are to be lodged in the manner determined by, and sent to, such persons as the Association may specify from time to time. The complainant must outline their complaint in sufficient detail for the Association to understand what it is about.
 - (d) The Association will notify the complainant that the complaint has been received within 2 working days of the complaint being lodged.
 - (e) Complaints will be considered by the Executive in conjunction with the General Manager. However, if the complaint involves any one of them that person will be excluded from considering the complaint.
 - (f) If a complaint is upheld by the Executive, the Executive may take any action in relation to the complaint that is permitted by this Constitution and the Act. The Executive will also have the power to reprimand or admonish a member of the Association in respect of the complaint, suspend that member's membership rights under this Constitution for any period of time considered appropriate by the Executive or terminate the member's membership by notice to the member. The member involved will have the right to be heard by the Executive before any action is taken.
 - (g) The Association will advise the complainant of the outcome of its investigation of the complaint and the actions that are or are to be taken.
 - (h) If the complainant considers that the decision of the Executive and any action it takes do not resolve the matter or treats the complainant unfairly, the complainant may give a notice to the Association requiring the Executive to reconsider the decision and/or actions taken. Such notice must explain why the complainant holds that view and may include further information for the Executive to consider. The notice must be lodged with the Association within 10 working days of the Association notifying the complainant of the outcome of its investigation. Except where the notice is frivolous or has been given in bad faith, the Executive must reconvene with an advisory panel appointed to assist the Executive with the complaint and reconsider the matter, and in particular must consider the matters set out in the complainant's notice. This clause 24.9 will apply to any reconsideration of a matter in the same way that it applied to the original complaint, provided that there shall be no further right to have the matter reconsidered.
 - (i) Nothing in this clause 24.9 prevents a dispute being brought in relation to the decision-making process of the Executive in connection with a complaint.

Part VII. Constitution

Clause 25. Constitution

- 25.1. This Constitution shall consist of Parts I to Part VIII inclusive.
- 25.2. **Interpretation:** The Executive shall have the power to interpret this Constitution, and its decisions shall be binding on all who engage with the Association provided that on any question of interpretation and notwithstanding anything in this Constitution, a Student or group of Students aggrieved by such an interpretation may appeal to the Association Solicitor whose decision shall be final and binding on all related business of the Association.
- 25.3. The cost of any such appeal to the Association Solicitor shall be borne by the Association, except when an appeal is ruled vexatious or frivolous by a General Meeting of the Association, where the cost shall be borne by the appellant.

Clause 26. Alterations to the Constitution

- 26.1. **General Amendment Power:** The Constitution of the Association may be amended in accordance with the following procedure:
- (a) **Notice to Executive:** Any Student or member of the Executive may give written notice to the Executive of a proposed amendment.
 - (b) **Executive Consideration:** The Executive may:
 - i. **Endorse:** Resolve by simple majority that the proposed amendment be put to the next possible General Meeting (and may resolve by simple majority to call a General Meeting for this purpose), if the Executive considers the proposed amendment to be an appropriate change which reflects the Purposes, increases understanding of the Constitution or otherwise considers it worthy of wider discussion; or
 - ii. **Decline:** Resolve that the proposed amendment be declined;
 - (c) **Te Awhioraki:** Any provision within the Constitution specifically relating to Te Awhioraki can only be introduced or amended subject to the approval of the Association and Te Awhioraki.
 - (d) **Solicitor Approval:** Before a General Meeting with a motion proposed to alter the Constitution, the President must receive a letter from the Association Solicitor approving of the amendments and/or alterations to the Constitution.
 - (e) **Notice:** Notice of motion to alter, add to, or rescind the Constitution of the Association must be posted on the Noticeboard seven (7) days before the General Meeting to which such motion is to be submitted.
 - (f) **Resolution of Members:** At a General Meeting of the Association, such motions to alter the Constitution shall only be passed by a two-thirds majority of those members eligible, present and voting.
- 26.2. **Minor amendment of constitution:** Notwithstanding sub-clause 26.1, the Executive may amend the Constitution by special resolution of the Executive to:
- (a) **Minor amendments:** Make minor corrections or amendments to the Constitution that do not change the effect of the Constitution; or
 - (b) **Comply with Law:** Make amendments which are necessary or desirable to ensure that the constitution complies with the law, or
 - (c) **Technical Amendments:** Make amendments which are permitted in accordance with section 31 of the Act.
- 26.3. **Submission of Constitution to Registrar:** Following any approval of an amendment to the Constitution, the amendment must be delivered to the Registrar of Incorporated Societies in accordance with the Act. An amendment takes effect upon registration with the Registrar.

Clause 27. Annual Return and Contact Person

- 27.1. Where required by the Act, the General Manager shall deliver to the Registrar of Incorporated Societies immediately after the Annual General Meeting in each year in such form as they require, a statement containing the following particulars:
- (a) The income and expenditure of the Association during the Association's last financial year.
 - (b) The assets and liabilities of the Association at the close of the financial year.
 - (c) All mortgage charges and securities of any description affecting any of the property of the Association at the close of the financial year.
 - (d) A certificate signed by an Officer of the Association that the statement has been submitted to and approved by the members of the Association at the Annual General Meeting.
- 27.2. For the purposes of section 113 of the Act, the General Manager will be the contact person of the Association. The Executive may appoint up to two other members of the Executive or Staff as additional contact persons for the purposes of that section of the Act. The Executive must appoint a contact person of the Association if the position of General Manager is vacant and no other contact persons have been appointed.

Clause 28. Repeal and Savings

- 28.1. **Transitional Provisions:** This Constitution comes into effect once it has been registered under the Act following its approval in accordance with the Association's previous constitution (**Previous Constitution**), and this Constitution repeals and replaces the Previous Constitution.
- 28.2. **Authority Savings:** All acts of authority which originated under the Previous Constitution shall endure for the purposes of this Constitution as fully and as effectively as if they had originated hereunder and accordingly shall where necessary be deemed to have so originated.
- 28.3. **Savings:** All matters and proceedings commenced under the Previous Constitution or pending or in progress on the coming into operation of this Constitution shall be continued, completed and enforced under this Constitution, except as inconsistent with this Constitution.
- 28.4. **Opening Executive:** The Executive elected under the Previous Constitution shall remain in office until removed or replaced in accordance with Part III. Clause 17.

Clause 29. Dissolution

- 29.1. **Process:** The members of the Association, by way of a special resolution passed at a meeting called for the purpose, may agree to dissolve the Association and appoint a liquidator. Alternatively, if one or more of the circumstances described in section 210 of the Act apply, the High Court may appoint a liquidator.
- 29.2. **Surplus Property:** In the event of the dissolution of the Association, all the real and personal property of the Association after payment of all costs, debts and liabilities shall vest in the Lincoln University Council upon trust for the benefit of students of Lincoln University to be applied therefore in such manner as the Lincoln University Council in its absolute discretion may see fit, subject to any requirements of the Act.
- 29.3. **Indemnity:** The Association is authorised to indemnify and/or insure the Executive and each of its members and/or any Staff of the Association for all liabilities and costs incurred by them in the proper performance of the functions and duties and relating to that person's position, provided such indemnity and/or insurance complies with sections 94 to 98 of the Act.
- 29.4. **Liability of Members:** Members of the Association are not liable for any debts of the Association by virtue only of their membership. To avoid doubt, this clause 29.4 does not exclude any liability of a member of the Executive for any debts of the Association that arises due to some wrongdoing by that member of the Executive.

Part VIII. Schedules to the Constitution

Schedule A Standing Orders

Clause A 1 Interpretation

In these Standing Orders, unless inconsistent with the context:

Leave means leave granted by the meeting by motion carried by a majority of at least two-thirds of the students eligible, present and voting.

Majority means a majority of the students present and eligible to vote, excluding therefrom the Chairperson except when required to cast.

Meeting means any Ordinary or Special General Meeting or any Ordinary or Emergency Meeting of the Executive.

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

Motion means a proposition beginning with the word 'that' proposed at any meeting by one student and thereupon seconded by another student.

Orders means these Standing Orders.

Resolution means a motion passed or agreed to at any meeting by the requisite majority.

Student means any person enrolled at Lincoln University.

Clause A 2 General Conduct of Business

A2.1 General Business

- (a) The business of every meeting shall be conducted in accordance with this Constitution and subject only to this Constitution in accordance with these Standing Orders.
- (b) The business of every meeting shall be conducted in accordance with the Treaty, acknowledging Tikanga Maori (protocols).
- (c) 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.
- (d) 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.
- (e) Any Standing Order may by leave be suspended at any meeting in respect of such meeting or any part thereof.

A2.2 Duties of the Chair

- (a) The Chairperson shall maintain order in the meeting.
- (b) 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.
- (c) The Chairperson shall by ruling determine any matter dispute or question as to order and procedure.
- (d) Any student may at any time rise or speak to a point of order and the Chairperson shall forthwith rule thereon.
- (e) The appointment, where necessary, of a Chairperson shall take precedence over all other motions whether formal or substantive and of all other business whatsoever.

Clause A 3 Motions

A3.1 Notice and Moving of motions

- (a) Except where otherwise provided by the rules any motion may be moved without notice.
- (b) Any notice or motion shall lapse if such motion is not forthcoming when called for at the appropriate time by the Chairperson.
- (c) 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.

A3.2 Placing of Motions

- (a) 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.
- (b) 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 seconded thereof.
- (c) One (1) motion shall be placed before the meeting at a time except as otherwise provided by these orders.
- (d) Where there is an Agenda listing those substantive motions to be considered by the meeting distributed to those members present, these substantive motions shall only be considered after all those motions listed on the Agenda have been dealt with by the meeting.

A3.3 Loss, Withdrawal and Passing of Motions

- (a) 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.
- (b) When a motion has been withdrawn by leave, it may again be moved at the same meeting or any subsequent meeting.
- (c) Where any 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.

Clause A 4 Amendments

A4.1 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 (1) 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.

A4.2 Any amendment shall be moved, seconded, proposed, discussed out 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 Order to the contrary.

A4.3 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 it were the original motion.

A4.4 Formal or consequential alterations or amendments rendered necessary by any amendment may be made by the Chairperson or the Vice President.

Clause A 5 Voting

A5.1 Putting forward the Motion

- (a) When the discussion, if any, on any motion is concluded the Chairperson shall put forward the motion to the meeting.
- (b) Those in favour of the motion shall first be called on by the Chairperson and shall say "Aye", those of the contrary opinion shall then be called on and shall say "No" and those abstaining shall then be called on and shall say "Abstain".
- (c) The Chairperson shall then declare the motion carried or lost as in their opinion the "Ayes" or the "Noes" have it in the requisite majority.
- (d) Except as provided on the next two succeeding Orders, such declaration shall be final.

A5.2 Voting by Show of Hands

- (a) The Chairperson may instead of putting the motion to the voices, and they shall if any student immediately disputes their 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.
- (b) The Chairperson shall by themselves or with the assistance of tellers nominated by them for that purpose, count the votes on each side and shall declare the motion carried or lost accordingly, and such declaration shall be final.
- (c) Immediately upon such declaration any student 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.

A5.3 Voting by Secret Ballot

- (a) Instead of voting by a show of hands, a Ballot may be held with leave.
- (b) Where leave is granted the votes shall be counted and a declaration of the result made as is provided by subsections and of the last preceding Order.

A5.4 Distribution of Votes

- (a) Every member other than the Chairperson shall exercise one (1) vote.
- (b) All votes shall be exercised in person only.
- (c) 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 vote accordingly.

A5.5 Conflicts of Interest

- (a) At meetings of the Executive a member of the Executive may not exercise a right to vote where doing so is prohibited by the Act.
- (b) Any vote cast in breach of A5.5(a) shall be ignored.

A5.6 Miscellaneous

- (a) 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.
- (b) Where error or confusion arises in connection, the Chairperson may rule that another vote be taken and such shall then be done.
- (c) 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.

Clause A 6 Debate

A6.1 Matters of Order

- (a) Any question of order that may arise during shall at once be decided by the Chairperson by a ruling.
- (b) Any student called to order by the Chairperson shall immediately cease to speak and shall resume their seat, unless permitted by the Chairperson to speak.

A6.2 Speaking to Motions

- (a) Any student may speak to a motion, or upon moving or seconding a proposed motion, or upon a question of order arising in debate.
- (b) No student may speak to a motion after voting has commenced.
- (c) No student may speak to any motion more than once provided:
 - (i) 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; and
 - (ii) That the seconder of a motion may first formally second such motion and may speak to the motion later in the debate if he so desires; and
 - (iii) That the Chairperson may permit any student who has spoken to explain themselves in regard to any material part of their speech.
- (d) Any student may speak for five (5) minutes but no longer unless with leave, provided:
 - (i) 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

- (ii) That no discussion or debate whatsoever shall be allowed on any formal motion except as provided by these Orders.
- (e) The Chairperson may speak to a motion only in order to make a personal explanation or an explanation as to the matter under debate; and if the Chairperson shall desire to take further part in any debate they 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.

Clause A 7 Formal Motions

A7.1 Definitions

- (a) Motions shall be and be deemed to be formal motions if to the effect of any of the following propositions that is to say:
 - (i) That the meeting do now adjourn.
 - (ii) That the meeting do now proceed with the next business.
 - (iii) That the meeting do now resolve itself in a committee of the whole.
 - (iv) That the question now be put.
 - (v) That a named member be heard.
 - (vi) That leave be granted for any of the purposed for which leave is required or allowed by these Rules.
 - (vii) That the ruling of the Chairperson be disagreed with.
 - (viii) That the meeting has no confidence in the Chairperson.
- (b) All other motions shall be and be deemed to be substantive motions.

A7.2 Motion to adjourn

- (a) 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.
- (b) Where any motion to adjourn contains and mentions a time 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 on a substantive motion.
- (c) Any debate interrupted by such adjournment shall thereupon be adjourned until the meeting is resumed.

A7.3 Motion for Next Business

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

A7.4 Motion for Committee of the Whole

- (a) 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.
- (b) 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.
- (c) The Rules and 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.
- (d) The proceedings of a Committee of the Whole shall not be reported or recorded except where a majority of members agree to such records being kept and they shall be kept in the President's office.

A7.5 Motion for Closure

- (a) At any time during the debate on any substantive motion or on any amendment thereto a motion may be moved to the effect that the question now be put.
- (b) It shall be the option of the Chairperson as to whether such motion be accepted, by a ruling.
- (c) If such a 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 they are otherwise entitled so to do and such substantive motion or amendment shall then be immediately put by the Chairperson without further debate or amendment.
- (d) If such motion be lost the debate on such substantive motion or amendment shall be resumed at the point where it was interrupted by the Closure motion.

A7.6 Motion to Hear Member

- (a) 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.
- (b) 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.

A7.7 Motion to Grant Leave

- (a) At any appropriate time during the meeting but not while any other formal motion is before the 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.
- (b) The mover and the seconder of such motion and the Chairperson shall alone be entitled to speak to any motion.
- (c) 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.
- (d) 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.

A7.8 Motion to Disagree with Ruling

- (a) 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 of 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.
- (b) The mover and the seconder of such motion but no other shall be entitled to speak thereto.
- (c) The Chairperson shall then reply and explain their ruling and shall then put the motion to the meeting in the following form: THAT the Chairperson's ruling be upheld.
- (d) If such motion is not carried the Chairperson shall give a different ruling in regard to the subject matter of the original ruling.

A7.9 Motion of No Confidence in Chairperson

- (a) 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).
- (b) The mover of such motion may speak thereto, and the Chairperson shall be entitled to make an explanation or statement and then immediately put the motion to the meeting.
- (c) If such motion be passed, the Chairperson shall at once vacate the Chair and shall cease to be Chairperson of such meeting and the meeting shall appoint a new Chairperson for that meeting.

Clause A 8 Committees

- A8.1 Any committees' delegates or agents to be appointed under the provisions of the Rules may be so appointed by Resolution.
- A8.2 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.
- A8.3 Such ballot shall then be taken in such manner as the Chairperson rules, and where there is an equality of voters but not otherwise, the Chairperson shall exercise a casting vote.
- A8.4 The necessary and sufficient quorum of any such committee shall (subject to any rule or regulation to the contrary) be a normal majority of the membership (including in each case the Chairperson and Secretary thereof in the computation of the membership)
- A8.5 The procedure of any such committee in so far as it is not otherwise determined by the Rules shall as far as possible be governed by these Standing Orders.

Clause A 9 Breaches of Order

- A9.1 The Chairperson may at any time during the meeting rule that any named member is or has been guilty of a breach of order.
- (a) 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:
- (i) that no further notice be taken of such breach; or
 - (ii) that the member named be asked to apologise; or
 - (iii) that the member named be expelled from the meeting and excluded therefrom for the remainder of the meeting or for a specified interval or until an apology is offered to the meeting.
- (b) 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.

Clause A 10 Strangers

- A10.1 No persons other than members shall be present at a meeting when:
- (i) Such meeting is in committee of the whole; or
 - (ii) Such meeting has resolved to exclude strangers or to call on them to withdraw.
- A10.2 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.

Clause A 11 Order of Business

- A11.1 **General Meetings:** 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 set forth in the notice calling such meeting.
 - (d) General Business which may be discussed and dealt with at any General Meeting subject to the Constitution.

Schedule B Electoral Regulations

Clause B 1 General

B1.1 Returning Officer

- (a) **Returning Officer:** The Executive shall appoint a Returning Officer who shall be responsible to it for the conduct of those elections governed by these Electoral Regulations.
- (b) **Deputy Returning Officers:** The Returning Officer may appoint a Deputy Returning Officer for any election and will have powers that have been assigned by the Returning Officer.
- (c) **Publicity:** The Returning Officer shall be responsible for ensuring that the following are well publicised:
 - (i) Opening and closing of candidate nominations;
 - (ii) The identity of candidates;
 - (iii) The Campaign Period;
 - (iv) Method and availability of voting; and
 - (v) The Election Days
- (d) **Funding:** The Executive will allocate and approve appropriate funding to ensure the returning officer can properly manage the election in accordance with these Electoral Regulations.

B1.2 Voting Method

- (a) **Online Voting:** The annual Executive Elections shall be conducted online.
- (b) **Notice of Voting Method:** Notice of how and when to vote shall be advertised to Lincoln University students eligible to vote at least seven (7) days before the election days.

B1.3 Election Days

- (a) **Voting period:** Voting shall be open and available to those wishing to register their vote on not less than two (2) consecutive days.
- (b) **Public-Speaking:** There shall be no public-speaking by the candidates within the bounds of the University campus on the election days.

B1.4 Electoral Rolls

- (a) **Inspection of Roll:** At least seven (7) days before the election days, a roll of those entitled to vote at the election shall be available for inspection by any student at the Association Offices until two (2) days before the election.
- (b) **Amendments:** The Returning Officer shall amend this Roll upon the production of evidence deemed by them to be sufficient.

B1.5 Final Election Results

- (a) **Announcement of results:** The Returning Officer shall announce the results of any election or poll to the candidates first followed by the general association not later than twenty-four (24) hours after the closing of voting. The notice shall be from the Returning Officer and include the votes cast for each candidate.

Clause B 2 Notice of Elections and Nominations

- B2.1 **Annual Election:** The Returning Officer shall give at least twenty one (21) days notice of any elections. Such notice shall set a time, date and place where nominations shall close, which shall be at least seven (7) days before the election.
- B2.2 **By-Election:** The Returning Officer shall conduct an extraordinary election to fill vacancies occurring on the Executive if required under the Constitution. No extraordinary elections shall take place less than seven (7) days after calling for nominations.

Clause B 3 Candidacy

- B3.1 **Nomination:** Each candidate shall signify consent to stand for election by signing a nomination form and shall present proof of their enrolment at Lincoln University to the Returning Officer if required by such Returning Officer.
- B3.2 **Nomination Period:** The Returning Officer will set a date and time for the closing of nominations at which time the nomination papers must be in the hands of the Returning Officer to be deemed valid.

- B3.3 **Nomination for Multiple Offices:** Where a candidate wishes to nominate themselves for more than one office, that candidate must clearly indicate such nominations in order of preference on their nomination form.
- B3.4 **Requirements for Candidacy:** Nominations shall be deemed valid by the Returning Officer provided:
- (a) **Current Student:** That the prospective candidate is a student. In the case of a returning President this sub-clause shall not apply.
 - (b) **President:** In the case of the President the prospective candidate:
 - (i) Has not been elected for two (2) or more consecutive terms;
 - (ii) Should have been a student for at least one (1) year before they were elected, as generally this will ensure the successful candidate will have relevant knowledge, skills, or experience to serve as a Lincoln University Council appointee. In the case of a returning President, this sub-clause does not apply;
 - (iii) Must not be disqualified from membership of Council by virtue of section 277 of the Education and Training Act 2020; and
 - (iv) Must be enrolled in the year of office to align with the requirements for Lincoln University Council.
 - (c) **Postgraduate Representative:** The prospective candidate shall currently be enrolled and/or applied for Postgraduate Study at Lincoln University.
 - (d) **International Representative:** The prospective candidate shall currently be enrolled as an International student as defined by Lincoln University.
 - (e) **Rainbow EDI and Wellbeing Representative:** The prospective candidate must be part of the Rainbow community or an ally.
 - (f) **Disability EDI and Wellbeing Representative:** The prospective candidate must have a disability as defined by The National Disabled Students' Association Incorporated.
 - (g) **Pasifika Representative:** The prospective candidate must be from the Pacific Islands or have Pacific Island heritage.
 - (h) **Endorsement:** At least three (3) other students of Lincoln University endorse the nomination on the official Association Nomination Form.
 - (i) **Qualified:** That the prospective candidate is Qualified, as defined within this constitution.
- B3.5 **Acceptance of Nomination:** The Returning Officer may require a candidate to provide information in support of any of the relevant requirements for candidacy set out in clause B3.4. Upon acceptance of the validity of any or all of the nominations, the Returning Officer shall notify the valid candidates of their acceptance and issue to them a request for photograph of the candidate and a brief biographical note and policy statement.
- B3.6 **Secrecy of Nominations:** While nominations remain open, the Returning Officer shall keep the names and particulars of all nominations accepted by them in utmost secrecy, but shall also maintain a notice listing those positions open and the number of nominations accepted for each position. Notwithstanding the previous sentence, candidate information may be shared with the President and/or a Lincoln University staff member if required in order to assess the eligibility of a candidate, provided that only such information as is necessary to assess eligibility is shared and that information is not retained by the recipient once eligibility has been assessed.
- B3.7 **Number of Positions:** A person may be a candidate for no more than two (2) positions.
- B3.8 **Extension of Nominations:** Where no nomination has been received in any of the Executive positions, nominations for such position shall be extended for a further seven (7) days and the by-election of such position shall be held seven (7) days after the original date. In the event of no nominations being received after the extension of nomination time has been passed, then a casual vacancy shall be deemed to have been created immediately after taking office by the new Executive and normal seniority of responsibility shall apply until a further by-election results in a successful candidate.
- B3.9 **Advertising of Candidates:** As soon as possible after nominations have closed, the Returning Officer shall advertise the candidates in the running. This advertising shall remain until voting has closed on the election days.

- B3.10 **Meet the Candidates:** The Returning Officer shall arrange a meeting at such time and place as previously advertised where all candidates shall be given the opportunity to make a brief vocal policy statement to the assembled students, and to answer questions asked by students from the floor. Such a meeting shall be held within five (5) days of the opening of the polling booths.
- B3.11 **Withdrawal:** If a candidate withdraws from the election, the Returning Officer will update all material and remove them from the online voting.

Clause B 4 Voting

- B4.1 **Voting Form:** The Returning Officer shall prepare online voting information with a recent photograph and the names of the candidates in alphabetical order under the headings of the positions they are standing for. These positions shall be listed according to the order specified in sub-clause 13.1 of this Constitution.
- B4.2 **Options:** For each position for which the election is being held, there shall be:
- (a) A No-Confidence option
 - (b) A Confidence option for each candidate
 - (c) A No-Vote option
- B4.3 **Voting Process:** Voting shall take place according to the instructions issued by the Returning Officer.
- B4.4 **Eligibility:** Subject to the restrictions in clause 8.1, any current Lincoln University Student shall be eligible to vote in the elections of the Association, provided that only such Lincoln University Students who are enrolled as an international student as defined by Lincoln University are eligible to vote for the International Representative.
- B4.5 **Special Voting:** There will be no special votes.
- B4.6 **Determining the Votes:** Should any occurrence of multiple voting be detected, the votes shall be extracted and immediately deemed invalid.
- B4.7 **Election of Candidates:** The Returning Officer will keep voting information confidential until polling has closed. The total number of valid votes cast for each candidate or option shall be ascertained and recorded. To be successful, a candidate must have polled a higher number of votes than either of the other candidates and a higher number of votes than the No-Confidence option.
- (a) **Equal Votes:** In the event that for any particular position an equal number of votes occurs between the two highest polling candidates then another vote between the two (2) highest polling candidates will be held within seven (7) days of the results being announced. The voting must be carried out in accordance with Clause B4.
 - (b) **Win Two Offices:** In the event that a candidate receives the highest number of votes for more than one office, then:
 - i. That candidate will be deemed to be the successful candidate in whichever office they had indicated as their highest preference in accordance with clause B3.3 above, and in which they have received the highest number of votes in respect of; and
 - ii. For each office which is not the preferred office referred to in clause B4.7(b)(i) above, the successful candidate for each such office will be deemed to be the candidate which received the next highest number of votes in respect of that office, subject to any application of this clause B4.7(b) or clause B3.3 to that candidate.

Clause B 5 Disputes

- B5.1 **Appeal against Nominations:**
- (a) Any appeal against the Returning Officer's refusal to accept a nomination must be made to the President within 48 hours of the posting of nominations deemed valid by the Returning Officer on the Noticeboard.
 - (b) Until the Executive has rejected the appeal, the candidate shall be deemed eligible and their nomination valid.
 - (c) Any appeal against the acceptance of a nomination shall be delivered to the President within 48 hours after the posting of the list of nominations deemed valid by the Returning Officer.

- B5.2 **Appeal against Results:** Any appeal against the result of an election or poll shall be delivered to the President not later than 48 hours after these results have been announced.
- B5.3 **Conditions of Appeal:** Any such appeal shall be made in writing and shall be signed by 10 Lincoln University students eligible to vote and shall state the grounds of appeal.
- B5.4 **Resolution of Disputes:** The Executive shall consider such appeals and its decision shall be final. In the case of a disputed election the Executive may declare elected the next highest polling candidate, or declare null and void the result of the election and call for a by-election or take whatever action it deems fit.
- B5.5 **Invalid Election:** An election shall not be declared invalid by reason of any irregularity in any of the proceedings preliminary to the voting, or by reason of any failure to hold the election at any place appointed for holding the election, or to comply with the directions contained in these Electoral Regulations as to the talking of the election or the counting of votes, if it appears to the Association Solicitor, having cognisance of the question that the election was conducted in accordance with the principles laid down in these Electoral Regulations, and that the irregularity, failure or mistake did not affect the result of the election.

Schedule C Te Tiriti O Waitangi / The Treaty of Waitangi

Ko Wikitoria, te Kuini o Ingarangi i tana mahara atawhai ki nga Rangatira me nga Hapu o Nui Tireni i tana hiahia hoki kia tohungia ki a ratou o ratou rangatiratanga, me to ratou Whenua, a kia mau tonu hoki te Rongo ki a ratou me te Atanoho hoki kua whakaaro ia he mea tika kia tukua mai tetahi Rangatira hei kai-whakarite ki nga Tangata Maori o Nu Tireni-kia whakaaetia e nga Rangatira Maori te Kawanatanga o te Kuini ki nga wahi katoa o te Whenua nei me nga Motu-na te mea hoki he tokomaha ke nga tangata o tona Iwi Kua noho ki tenei whenua, a e haere mai nei.

Na ko te Kuini e hiahia ana Kia whakaritea te Kawanatanga kia kaua ai nga kino e puta mai ki te tangata Maori ki te Pakeha a noho ture ana.

Na, kua pai te Kuini Kia tukua ahau a Wiremu Hopihona he Kapitana i te Roiara. Nawi hei Kawana mo nga wahi katoa a Nu Tireni e tukua aiane, a mua ki te Kuini e mea atu ana ia ki nga Rangatira o te whakaminenga o nga hapu o Nu Tireni me ara Rangatira atu enei ture ka korerotia nei.

Ko Te Tuatahi

Ko nga Rangatira o te Whakaminenga me nga Rangatira katoa hoki Kihai i uru ki taua whakaminenga ka tuku rawa atu ki te Kuini o Ingarani ake tonu atu te Kawanatanga katoa o o ratou whenua.

Ko Te Tuarua

Ko te Kuini o Ingarani ka whakarite ka whakaae ki nga Rangatira ki nga hapu, ki nga tangata katoa o Nu Tireni te tino rangatiratanga o o ratou whenua o ratou kainga me o ratou taonga katoa. Otiia ko nga Rangatira o te Whakaminenga me nga Rangatira katoa atu ka tuku ki te Kuini te hokonga o era wahi whenua e pai ai te tangata nona te Whenua-ki te ritenga o te utu e whakaritea ai e ratou ko te kai hoko e meatia nei e te Kuini hei kai hoko mona.

Ko Te Tuatoru

Hei whakaritenga mai hoki tenei mo te whakaaetanga o te Kuini-Ka tiakina e te Kuini o Ingarani nga tangata Maori katoa o Nu Tireni 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 Whakaminenga o ngaa hapu o Nu Tireni ka huihui nei ki Waitangi ko matou hoki ko nga Rangatira o Nu Tireni 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.

Professor Sir Hugh Kawharu's Attempt at a Reconstruction of the Literal Translation of the Maori Text of Te Tiriti O Waitangi

Victoria, the Queen of England, in her concern to protect the chiefs and subtribes 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 subtribes 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 for ever the complete government over their land.

The Second

The Queen of England agrees to protect the chiefs, the subtribes and all the people of New Zealand in 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 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 of citizenship as the people of England.

(signed) W Hobson, Consul and Lieutenant Governor

So we, the Chiefs of the Confederation and of the subtribes 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 sixth of February in the year of our Lord 1840.

This reconstruction accepted by the Waitangi Tribunal and the New Zealand Court of Appeal. (New Zealand Maori Council v. Attorney General (1978) NZLR 641)