



Constitution of Te Tira Ahu Pae Incorporated

Prepared in accordance with the Incorporated Societies Act 2022 and
Charities Act 2005

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Hei Hāpai Whakamana



Contents

I. Constitution of Te Tira Ahu Pae Incorporated	1
1. Introductory rules.....	1
2. Vision and purpose of the Association.....	5
3. Te Tiriti o Waitangi and Ngā Haumi ki te Ao.....	8
4. Membership of Te Tira Ahu Pae.....	9
5. Te Tira Ahu Pae Board	12
6. Te Tira Ahu Pae Student Representative Council (SRC).....	22
7. Elections and appointments to the Student Representative Council.....	27
8. General Manager and record-keeping.....	31
9. Subcommittees of Te Tira Ahu Pae	36
10. General Meetings.....	37
11. Finances of the Association	42
12. Winding up of the Association.....	43
13. Indemnity And Insurance	45
14. Contracting Method.....	45
15. Affiliated Student Groups and the Massive Magazine.....	46
16. Member access to information.....	47
II. Disputes and complaints	49
1. Purposes and definitions	49
2. Disputes and complaints procedures	50
3. Dispute outcomes.....	54



I. Constitution of Te Tira Ahu Pae Incorporated

1. Introductory rules

1.1 Name of the Association

1.1.1 Legal name: The full legal name of the association is **Te Tira Ahu Pae Incorporated**. It may also be referred to in this **Constitution** as **Te Tira Ahu Pae** or the **Association**.

1.2 Definitions and interpretation

1.2.1 Terms used within this Constitution are defined as follows —

Act means the Incorporated Societies Act 2022 or any Act which replaces or amends it, and any regulations made under the Act or an amended or replacement Act.

Advance voting is when the **Association** allows electronic votes to be placed before an Annual General Meeting or Special General Meeting, in addition to voting during the General Meeting, with the aim to improve how students can be a part of democratic decisions at Te Tira Ahu Pae.

Affiliated Student Groups means any club, society, or cultural group which has been accepted as an Affiliated Student Group with Te Tira Ahu Pae in accordance with [section 15.1 Affiliated Student Groups](#).

Annual General Meeting (AGM) means a meeting of the Members of the Association held once per year which, among other things, will include reports on the Association's activities and finances for members to consider.

Balance Date is the last day of the Association's Financial Year.

Board means the governing body for Te Tira Ahu Pae. For the purposes of this **Constitution**, it is synonymous with 'Committee' laid out in the 2022 Act.

Board Meeting refers to a regular meeting held by members of the Board, where decisions regarding governance, operations, and other matters are often made.

Board member means a member of the Board, including elected Board members and appointed Board members, in accordance with [section 5.3 Eligibility and composition of the Board](#).



Chairperson means the person carrying out the role of Chairperson under the relevant Board, Student Representative Council meeting, General Meeting, or other meetings of the Association.

Charities Services means the Department of Internal Affairs – Charities Services | Ngā Ratonga Kaupapa Atawhai, being the organisation responsible for administering the Charities Act.

Clear Days means complete days, inclusive of weekends and exclusive of the day notice is given and the day of the event. For example, a seven Clear Day notice period before the 16th of October would mean notice is provided on October 8th.

Community Representative Group means the three groups Pasifika, Disability at Massey (DaM), and the Rainbow and Takatāpui Advisory Group (RĀTĀ), which each have four **Community Representatives**.

Distance Student means a student of Massey University whose enrolment consists of at least 75% extramural or online papers **and** does not study from or reside at a physical Massey University campus for the majority of their coursework.

Elections and Appointments Manager means the Representation Manager or an alternative person in their absence appointed by the Board to oversee elections and appointments of Student Representatives under [section 7.2 Elections and Appointments Manager](#).

Student Representative Council refers to all Student Representatives elected or appointed to this Association in accordance with [section 6.2 Composition of the Student Representative Council \(SRC\)](#).

Governing Year means the year between the 1st January and 31st December.

Interested Member refers to a Member (of the Board, Student Representative Council, or any subcommittee), who is interested in a matter for any of the reasons set out in [section 62 of the Act](#).

Interests Register means the register of interests of our Board or any subcommittees, kept as required by [section 73 of the Act](#).

Matter refers to when the Association enters into activities, contracts, agreements, arrangements, or other ways of exercising power.

Member means a person who has consented to becoming a Voting Member or Life Member in accordance with [section 4.1 Classes of membership](#).



Ngā Haumi ki te Ao means the Massey University Māori students' association, who share a Mana Enhancing Partnership Agreement with Te Tira Ahu Pae laid out in section [3. Te Tiriti o Waitangi and Ngā Haumi ki te Ao](#).

Notice to a Member refers to any written communications provided from Te Tira Ahu Pae email or other contact channels provided by Members as their preferred form of contact.

Officer means a person who is a member of the Board, the General Manager, and any individuals who are appointed and consent to being Officers due to their exercising significant influence over the management or administration of the Association, per the 2022 Act.

Part Two Board meeting means a Board meeting that only Board members, the General Manager, and any other permitted individuals may attend due to commercial sensitivity, to protect the personal privacy of a natural persons, or other such reasons in accordance with Te Tira Ahu Pae Board policies.

Registrar refers to the Registrar of Incorporated Societies

Simple majority means 50% of eligible and Voting Members who are voting, plus one (1) eligible and Voting Member. For example, if there are one hundred (100) Voting Members, a simple majority would be fifty-one (51).

Special General Meeting (SGM) means a meeting called when there is a need to make decisions such as constitutional changes between AGMs, in accordance with [section 10.5 Special General Meetings](#).

Student body means all students enrolled at Massey University.

Student Representative means a person who has been elected or appointed to a role in the **Student Representative Council**.

1.3 Contact person

1.3.1 Number of contact person(s): Te Tira Ahu Pae shall have at least **one (1)** but no more than **three (3)** contact person(s) available to the **Registrar** for contact.

1.3.2 Eligibility to be contact person: the contact person must be [eligible to act as a contact person under section 114 of the Act](#).

1.3.3 One contact person must be the General Manager of Te Tira Ahu Pae.

- a. Other relevant senior leadership staff or members of the **Board** may also act in addition to the **General Manager** as a contact person.



1.3.4 The following information must be provided to the Registrar –

- a. The contact person(s) name,
- b. A physical or electronic address, *and*
- c. A telephone number.

1.3.5 Change in contact person(s) details: the **Association** must provide notice to the **Registrar** of any change in the contact person of the **Association**, and any change in the contact details of the contact person [in accordance with section 116 of the Act](#).

1.4 Common seal of Te Tira Ahu Pae

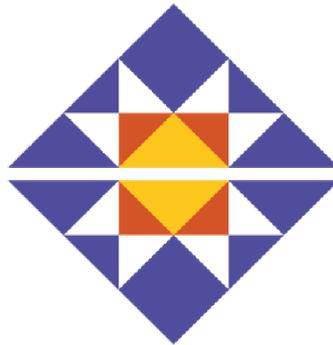
1.4.1 The common seal: Te Tira Ahu Pae shall maintain and keep the below common seal in the custody of the **Board** and **Secretary**. By resolution of the **Board**, the common seal may be affixed to documents produced by the **Board**, including (but not limited to) –

- a. This **Constitution**,
- b. Deeds entered into by the **Association**,
- c. Any Memorandum of Understanding, Terms of Reference, or other agreements,
- d. Policy documents, *and*
- e. Any other contracts or documents as required by the **Board**.

1.4.2 Variations: minor variations of the common seal may be used, such as those containing the name of **Te Tira Ahu Pae**.

1.4.3 Witness to the common seal: the affixing of the common seal must be witnessed of at least **two (2) Board** members or otherwise witnessed in the manner determined by a resolution of the **Board**.

Below, the common seal for Te Tira Ahu Pae –



2. Vision and purpose of the Association

2.1 Vision of the Association

2.1.1 Vision: Te Tira Ahu Pae aims to provide services and representation to students enrolled at **Massey University** at any of its internal or distance campuses. The **Association** intends to act in a manner that is charitable, and all profits must go to serving **Massey University** students.

2.2 Purpose of the Association

2.2.1 Charitable purposes: Te Tira Ahu Pae represents students enrolled in **Massey University**, and any income, benefit, or advantages must be used to advance the following charitable purposes —

- a. **Advancement of education:** promote the advancement of education by working to improve and ensure the equity of student experience and wellbeing at **Massey University**,
- b. **Upholding Te Tiriti:** honouring and acknowledging the wairua (spirit) of Te Tiriti o Waitangi in all its activities, and specifically, the provisions:
 - i. Kāwanatanga,
 - ii. Tino rangatiratanga,
 - iii. Nga tikanga katoa rite tahi, *and*



- iv. Taonga
- c. **Equity:** to advocate for equity for disadvantaged individuals and community groups, and support students by ensuring equitable access to education support,
- d. **Democracy:** to build a democratic organisation capable of achieving the purposes of **Te Tira Ahu Pae** and encourage full and active participation of students in **Te Tira Ahu Pae**,
- e. **Services:** to provide quality and cost-effective services that are equitable to **Massey University** students,
- f. **Representation:** advance the interests of **Massey University** students collectively and individually at a local and national level, and to uphold tino rangatiratanga for student cohorts,
- g. **Community:** to develop and maintain a student community through events, **Affiliated Student Groups**, and **Community Representative Groups**,
- h. **Advocacy:** to advocate for a barrier-free education including, but not limited, to financial, welfare-related, and academic barriers, and to advocate for quality educational services and experiences for **Massey University** students, *and*
- i. **Assistance:** assist other charities and advance any other exclusively charitable purposes that the **Board**, **Student Representative Council**, or **Members** consider it desirable to assist or advance.

2.3 Charitable status and financial gain

2.3.1 Registering under the Charities Act: The **Association** is registered as a charitable entity under the **Charities Act 2005**.

2.3.2 Amendments: any amendments to this **Constitution** must not conflict with the **Association's** charitable purposes.

2.3.3 Purposes paramount: notwithstanding anything contained or implied in this **Constitution** –

- a. The purposes of the **Association** are paramount. Nothing in this **Constitution** authorises the **Association** to do anything that does not accord with the purposes of the **Association**. All capital and income of the **Association** and any other benefit or advantage belonging to the **Association** must be applied to the purposes of the **Association**.



- b. The **Board** must not pay, provide or allow to be derived any benefit or advantage of any kind referred to in [sections CW42\(1\)\(c\) and CW42\(3\)-\(8\) of the Income Tax Act 2007](#) to or by any person who has some control over any business carried on by, for, or for the benefit of the **Association** (as defined in section **CW42** of the **Income Tax Act 2007**) in circumstances that would disqualify the **Association** or any company owned by or business carried on by the **Association** from the benefit of exempt status under section **CW42** of the **Income Tax Act 2007** (or any statutory replacement or equivalent).

2.3.4 Charitable Status: The **Association** is a charitable entity under the **Charities Act 2005** and will only use its money, property and other assets to further the purposes of the **Association**. Unless acting in accordance with the **Act**, the **Charities Act 2005** and this **Constitution**, it will not pay any dividend or part of its money, property or other assets to its **Members**.

2.3.5 Financial gain: the **Association** must not operate in a way that is motivated by financial gain of any of its **Members** or any one individual.

2.3.6 Te Tira Ahu Pae shall not operate for the purpose of, or with effect of –

- a. Distributing, any gain, profit, surplus, dividend, or other similar financial benefit to any of its **Members** (whether in money or in kind),
- b. Having capital that is divided into shares or stock held by its **Members**, or
- c. Holding property in which its **Members** have a disposable interest (whether directly, or in the form of shares or stock in the capital of the **Association** or otherwise).

2.3.7 However, operations will not be considered as having financial gains for Members simply if the Association –

- a. Engages in trade,
- b. Reimburses a **Member** for reasonable expenses legitimately incurred on behalf of the **Association** or while pursuing the **Association's** purposes,
- c. Provides benefits to **Members** of the public or of a class of the public and those persons include **Members** or their families,
- d. Provides benefits to **Members** or their families to alleviate hardship,
- e. Provides educational scholarships or grants to **Members** or their families,
- f. Pays a **Member** a salary or wages or other payments for services to the **Association** on arm's length terms (terms reasonable in the circumstances if the parties were



connected or related only by the transaction in question, each acting independently, and each acting in its own best interests; or are terms less favourable to the **Member** than those terms and the payment for services, or other transaction, does not include any share of a gain, profit, or surplus, percentage of revenue, or other reward in connection with any gain, profit, surplus, or revenue of the **Association**), or

- g. Provides a **Member** with incidental benefits (for example, trophies, prizes, or discounts on products or services) in accordance with the purposes of the **Association**.

2.3.8 The Association is non-partisan: Te Tira Ahu Pae must take into account the **Charities Act 2005** when undertaking political activities. The **Association** –

- a. **May** take stances on political issues, particularly those affecting students and their communities,
- b. **May** encourage people to vote and participate in elections,
- c. **May** provide objective educational reports on current election issues,
- d. **May** ask a spectrum of political parties and candidates questions important to the **Te Tira Ahu Pae** community,
- e. **Must not** endorse a political party or candidate over social media, and
- f. **Must not** show favour to one party, and shall extend any invites to a spectrum of political parties.

3. Te Tiriti o Waitangi and Ngā Haumi ki te Ao

3.1.1 The **Association** acknowledges the importance of biculturalism and the principles outlined in **Te Tiriti o Waitangi**. The **Association** recognises Māori as tangata whenua of Aotearoa and will act in accordance with the principles of **Te Tiriti o Waitangi**.

3.1.2 The **Association** recognises **Ngā Haumi ki te Ao** (the Massey University Māori students' association) as its equal on the shared journey to being Te Tiriti partners, and agrees to honour the foundational relationship and Mana Enhancing Partnership Agreement between **Te Tira Ahu Pae** and **Ngā Haumi ki te Ao**, and understands this **Constitution** relates solely to the operations of **Te Tira Ahu Pae** and its structures.



4. Membership of Te Tira Ahu Pae

4.1 Classes of membership

4.1.1 There are two classes of membership for Te Tira Ahu Pae, namely –

- a. Voting Members
- b. Life Members

4.1.2 Consent to membership: all individuals seeking membership must consent in writing before membership is granted.

4.1.3 Minimum number of Members: Te Tira Ahu Pae shall maintain the [minimum number of Members required by section 74 of the Act](#).

4.1.4 Register of Members: Te Tira Ahu Pae shall maintain an up-to-date [register of its Members in accordance with section 79 of the Act](#), which must include –

- a. The name of each **Member**,
- b. The last known contact details of each **Member**,
- c. The date on which each person became a **Member**, *and*
- d. The name of each person who has ceased to be a **Member** of the **Association** within the previous **seven (7)** years.

4.1.5 Information provided by Members: all **Members** must provide the [minimum contact information required by the Act, including –](#)

- a. Their name,
- b. Email address,
- c. Phone number.

4.1.6 Student ID: Members must also provide their student ID number, required for **Te Tira Ahu Pae** to check membership eligibility with **Massey University**.

4.1.7 Changes in details: all **Members** shall advise **Te Tira Ahu Pae** of any changes to their contact details.



4.2 Voting Membership

4.2.1 Voting Member eligibility: any student who is actively enrolled at **Massey University** is eligible to become a **Voting Member**.

4.2.2 Voting Member admission: any student may opt in to membership by providing their consent and explicitly agreeing to **Te Tira Ahu Pae** membership when enrolling at **Massey University**, or via any method prescribed by **Te Tira Ahu Pae**.

4.2.3 Termination of membership: any **Voting Member** will have their membership terminated immediately upon —

- a. Providing notice to **Te Tira Ahu Pae** of their intention to terminate their membership,
- b. Three months after termination of enrolment or graduation of a programme without continued enrolment at **Massey University**,
- c. An outcome of a disputes and complaints procedure resulting in termination of membership, *or*
- d. Death of the **Member**.

4.3 Life Membership

4.3.1 A person is eligible for Life Membership if they are —

- a. An individual who was a **Life** or **Honorary Member** of any association at **Massey University** prior to the incorporation of **Te Tira Ahu Pae**, *or*
- b. A person who is nominated by the **Board** as an individual honoured for providing highly valued services to **Te Tira Ahu Pae**, and is elected as a **Life Member** by resolution of a **General Meeting** passed by a **two-thirds (66%)** majority of those **Voting Members** voting.

4.3.2 Life Membership admission: any individual who is eligible or elected for Life Membership must consent in writing to becoming a **Life Member** before membership is granted.

4.4 Membership rights and obligations

4.4.1 Rights and privileges of Members: all such **Members** may exercise the rights and privileges of membership and subject to the **Incorporated Societies Act 2022** and any



other applicable law, no such **Member** will be liable for any debt, liability or expense of the **Association** on account of their position as **Member**.

4.4.2 Rights not conferred upon membership: membership does not confer on any **Member** any right, title, or interest (legal or equitable) to or in the property of **Te Tira Ahu Pae**.

4.4.3 Voting Members are entitled to —

- a. Vote in elections, General Meetings, and any other forms of decisions proposed to **Members** by the **Board**.
- b. Stand for elected and appointed positions in accordance with the processes and criteria set out in [section 6. Te Tira Ahu Pae Student Representative Council \(SRC\)](#), and
- c. Propose a Members' Motion in accordance with rules 10.2.12 and 10.2.13 of this Constitution.

4.4.4 Requirements of Members: all **Members** are required to follow policies, bylaws, and the **Code of Conduct** provided by **Te Tira Ahu Pae**, and shall do nothing to bring **Te Tira Ahu Pae** into disrepute.

4.5 Membership termination

4.5.1 Termination of membership: any **Life Member** will have their membership terminated immediately upon —

- a. Providing notice to **Te Tira Ahu Pae** of their intention to terminate their membership,
- b. An outcome of a disputes and complaints procedure resulting in termination of membership, or
- c. Death of the **Member**.

4.5.2 Upon termination of membership: an individual who is no longer a **Member** ceases to be entitled to the rights of a **Te Tira Ahu Pae Member**.

4.5.3 Becoming a Member again: any former **Voting Member** may apply for re-admission to membership provided they are an enrolled student at **Massey University**, however —

- a. If a former **Member's** membership was terminated following a disciplinary dispute or resolution process, the student may be re-admitted as a **Member** only by a motion passed by the **Board**.



4.6 Subscriptions and levies

4.6.1 No annual subscription fees or levies: Te Tira Ahu Pae shall not charge any annual subscription fees or levies for membership without an approved change to this **Constitution** in accordance with [section 10.6. Amendments to this Constitution](#).

5. Te Tira Ahu Pae Board

5.1 Purpose of the Board

5.1.1 The purpose of the Board is to –

- a. Oversee the development of and approve strategic plans and goals for **Te Tira Ahu Pae**,
- b. Appoint and oversee the performance of a **General Manager**,
- c. Be accountable to the student body of **Massey University**,
- d. Ensure **Te Tira Ahu Pae** negotiates meets any annual Service Level Agreement and reporting obligations of **Massey University**,
- e. Seek guidance from the **Student Representative Council**, **Ngā Haumi ki te Ao**, the **General Manager**, relevant staff members, and stakeholders to make decisions which align with the purposes of **Te Tira Ahu Pae**,
- f. Provide support to and share resources with **Ngā Haumi ki te Ao** in accordance with any agreements made,
- g. Ensure this **Constitution** is upheld,
- h. Ensure the **Association** meets its obligations under the **Incorporated Societies Act 2022**, **Charities Act 2005**, and any other relevant legislation, *and*
- i. Carry out any other duties assigned to the **Board** by the **Association**.

5.2 Powers of the Board

5.2.1 Supervision of the Board: from the end of each Governing Year until the next, the **Association** shall be managed by, or under the direct supervision of, the **Board** in



accordance with the **Incorporated Societies Act 2022**, or any regulations made under that **Act**, the **Charities Act 2005**, and this **Constitution**.

5.2.2 Powers of the Board: the **Board** has all the powers necessary for directing and supervising the management, operation, and affairs of the **Association**, subject to such modifications, exemptions, or limitations as are contained in the **Act** or this **Constitution**.

5.2.3 The Board may: without limiting the powers of the **Board** as set out in this **Constitution** and the **Act**, the **Board** of the **Association** has the power of an ordinary person and may make informed decisions to borrow or raise money by debenture, bonds, mortgage, and other means with or without security, but such borrowing powers shall not be exercised other than by resolution of a **General Meeting** of which proposed resolution at least **fourteen (14)** Clear Days' written notice was given to all **Voting Members** in accordance with [section 10.1.4 Notice of General Meeting details](#).

5.3 Eligibility and composition of the Board

5.3.1 All Board members are Officers: all members of the **Board** are considered to be **Officers** [in accordance with section 45 of the Act](#).

5.3.2 Non-Board members may also be Officers: the **General Manager** and individuals who are not on the **Board** who exert significant influence over the management or administration of the **Association** may be appointed **Officer**, [in accordance with the Act](#).

5.3.3 Eligibility of Board members: any appointed or elected **Board** members must be at least **eighteen (18)** years of age and eligible to hold the position of **Officer** [in accordance with section 47 of the Act](#).

5.3.4 Consent from Officers: prior to any appointment or election to a position on the **Board** or a position of significant influence or control, all individuals must sign a form consenting to a position of **Officer** and confirming that they are not disqualified from being an **Officer** [in accordance with section 47 of the Act](#).

5.3.5 Information provided by Officers to Registrar: all **Officers** must provide any information to be communicated to the **Registrar** required under the **Incorporated Societies Act 2022**.

5.3.6 Information provided by Officers to Charities Services: all **Officers** must provide any information to be communicated to **Charities Services** under the **Charities Act 2005**.

5.3.7 Officers to be Members: a majority of **Officers** on the **Board** must be **Voting Members** of the **Association** [in accordance with section 45 of the Act](#).



5.3.8 Political party affiliation: those running for election or appointment to the position of a **Board** member shall declare any political party affiliations to the **Elections and Appointments Manager** or relevant appointment panel.

5.3.9 The Board shall comprise of –

- a. Five student Board members
 - i. One General President,
 - ii. One Pasifika President,
 - iii. One Tumuaki or one Co-Tumuaki of Ngā Haumi ki te Ao (the Massey University Māori students' association),
 - iv. Two Student Representatives elected by the Student Representative Council,
- b. Two Independent Experts appointed by the remaining Board members

5.3.10 Election of Student Representatives to the Board: the **Student Representative Council** shall elect a **Student Representative** to the **Board** in accordance with procedures provided by the **Association**.

5.3.11 Appointment of Independent Experts to the Board: two (2) Independent Experts who must not be **Voting Members** of the **Association** or affiliated with **Massey University**, shall be appointed to the **Board** as appropriate and in accordance with **Te Tira Ahu Pae** policy and procedures.

5.3.12 Vacancies of the Board shall be filled depending on the removed Board members' role –

- a. General and Pasifika Presidents hold their positions in an ex-officio capacity as a General President and Pasifika President.
- b. Student **Board** members shall be elected by the **Student Representative Council** within the first two **Student Representative Council** meetings per Governing Year, or following early vacancy.
- c. The **Ngā Haumi ki te Ao Board** member will hold their **Board** membership in an ex-officio capacity as Tumuaki or Co-Tumuaki of **Ngā Haumi ki te Ao**.
- d. **Independent Expert Board** members will be appointed by resolution of the remaining **Board** members upon vacancy and in accordance with **Te Tira Ahu Pae** policy and procedures.



5.3.13 Considerations for filling vacancies: vacancies of the **Board** must be filled according to this **Constitution** and in a manner which ensures equitable representation consistent with the principles of Te Tiriti o Waitangi, including Māori participation in governance.

5.3.14 Board may continue during vacancy: the **Board** may continue meeting and undertaking any activities necessary for the **Association** while any fewer than four (4) vacant **Board** positions are in the process of being reappointed or re-elected.

5.3.15 Vacancy of the majority of the Board: if **four (4)** or more **Board** positions are vacant, the **Board** must not undertake any action or make any decision which is not necessary until the number of **Board** members is increased to **three (3)** or more.

5.3.16 Term of office for student Board members: the terms of office for student **Board** members is **one (1)** Governing Year.

5.3.17 Term limits for student Board members: no student **Board** members shall serve as a **Board** member for longer than **three (3)** cumulative Governing Years.

5.3.18 Terms of office for Independent Experts: the terms of office for **Independent Experts** is up to **three (3)** Governing Years, or as otherwise agreed by the **Board** in a Terms of Reference.

5.4 Vacancies of the Board

5.4.1 A Board member will be deemed to have immediately ceased their role as a Board member if they –

- a. Resign as a **Board** member by delivering written notice to the **General Manager** and the remaining **Board**,
- b. Become disqualified from being an **Officer** under the **Incorporated Societies Act 2022** or **Charities Act 2005**,
- c. Are no longer eligible to be a student **Board** member by way of no longer holding a role as a **Student Representative**, or
- d. Are removed in accordance with [rule 5.4.2 Resolution of the Board to remove Board member](#).

5.4.2 Resolution of the Board to remove Board member: the **Board** may vote to remove a **Board** member from their position if the remainder of the **Board** determines that the **Board** member has –



- a. Materially breached their contractual duties,
- b. Seriously breached this **Constitution, Board** policies, or applicable law,
- c. Engaged in conduct likely to bring the **Association** into serious disrepute,
- d. Failed to attend **three (3)** consecutive ordinary **Board** meetings without giving reasonable notice or reasonable excuse,
- e. Created significant governance, operational, cultural, or financial risk to the **Association, or**
- f. Persistently failed to carry out their role.

5.4.3 Removal in relation to a dispute: procedures to remove a **Board** member must be consistent with [Part II. Disputes and complaints](#) of this **Constitution** and the **Association's Board** policies.

5.4.4 In the case of a conflict of interest: any **Board** member who has a conflict of interest, determined by the remainder of the **Board** to be a material conflict of interest, must not vote on a motion for removal, and must not be present during deliberations except to provide information if requested.

5.4.5 Resolution to remove Board member threshold: a resolution to remove a **Board** member from their position on the **Board** requires a majority of **two-thirds (66%)** of the remaining, non-conflicted **Board** members.

5.4.6 Multiple Board members holding a conflict of interest: where **three (3)** or more members of the **Board** holds a conflict of interest, the decision to remove a **Board member** shall be deferred to an independent external body.

5.4.7 Termination does not affect Student Representative role: a student **Board** member who is not a General President or Pasifika President does not have their role as a **Student Representative** affected simply because they are removed from their **Board** membership.

5.5 Meetings of the Board

5.5.1 Secretary of the Board: the **General Manager** shall appoint a staff member with the skills and experience to act as the **Secretary** of the **Board**.

5.5.2 Duties of the Secretary of the Board include —

- a. Maintaining accurate minutes of all **Board** meetings,



- b. Organising dates and times of **Board** meetings,
- c. Providing timely notification to the student body, the **Board**, and the **Student Representative Council** of any **Board** meetings, the accompanying agenda, and how to access meetings, *and*
- d. Publishing Part One minutes of **Board** meetings to an appropriate, accessible location.

5.5.3 Records to be kept from Board meetings should include —

- a. List of **Board** and **non-Board** attendees,
- b. Accurate minutes of discussions which provide the required understanding and context for decisions made by the **Board**,
- c. Any declared conflicts of interest which were relevant to the meeting,
- d. Positions of **Board** members,
- e. Any motions which were voted on,
- f. Outcomes of any voting, *and*
- g. Any action items which arise or are outstanding.

5.5.4 Frequency of meetings: the **Board** shall meet a minimum of **eleven (11)** times per Governing Year.

5.5.5 Notice of meetings: the **Secretary** of the **Board** shall inform **Board** members of a **Board** meeting at least **five (5)** Clear Days in advance.

5.5.6 Notice of meetings waived in emergency: should there be the need for an urgent **Board** meeting, there should be a notice period of **one (1)** Clear Day.

5.5.7 Quorum of meetings: the quorum for **Board** meetings is **70% of Board** members serving.

5.5.8 Location of Board meetings: **Board** meetings may take place at any in-person location with hybrid (online) attendance available, or via an online video and audio communication platform.

5.5.9 Chairperson and Deputy Chairperson of the Board: within the first **two (2)** **Board** meetings of each Governing Year the **Board** shall, by resolution of a simple majority (**50% + 1**), elect **one (1)** person to each act as **Chairperson** and **Deputy Chairperson** of the **Board**.



5.5.10 The Chairperson of the Board shall —

- a. Guide and facilitate, in good faith, any discussions arising from motions,
- b. Direct any person obstructing the business of the **Board** meeting, behaving in a disorderly manner, being abusive, or failing to abide by the directions of the person chairing the meeting to be removed from the **Board** meeting, *and*
- c. In the absence of a quorum or in the case of emergency, adjourn the **Board** meeting, or declare it closed.

5.5.11 In the event of a tied vote —

- a. The **Chairperson** shall **not** possess a casting vote,
- b. The **Board** may hold a second voting round, *and*
- c. The **Board** may choose to dissolve the meeting and reconvene at a later date to hold a vote until a consensus is reached.

5.5.12 Absence of the Chairperson: in the absence of the **Chairperson**, the **Deputy Chairperson** shall act in the role of **Chair** for meetings of the **Board**.

5.5.13 Absence of Chairperson and Deputy Chairperson: in the absence of the **Chairperson** and **Deputy Chairperson**, the **Board** shall appoint an acting **Chairperson** for that meeting.

5.5.14 Re-election of Chairperson: the **Board** may opt to pass a resolution of **75%** of the remaining **Board** members to elect a new **Chair** if they believe the existing **Chairperson** is not meeting their duties as **Chair** or is failing to uphold this **Constitution**.

5.5.15 Observers of Board meetings: any person may attend Part One **Board** meetings.

5.5.16 Speaking rights of observers: observers may speak when invited to do so by **Board** members or the **General Manager**.

5.5.17 General Manager may attend: the **General Manager** may attend **Board** meetings and will have speaking rights.

5.5.18 Resolutions in lieu of a Board meeting: the **Board** may pass a resolution in lieu of a **Board** meeting, provided that the motion is accompanied with any readings required for **Board** members to make informed decisions.

5.5.19 Votes required to pass a resolution: unless specified otherwise in this **Constitution**, required by legislation, specified in policy, or as determined by the **Board**, all ordinary



resolutions put forth by the **Board** at a meeting or in lieu of a meeting shall require a simple majority (50% + 1) to pass.

5.5.20 Attendance of Part Two Board meetings: only **Board** members and the **General Manager** may attend **Part Two Board** meetings. Other individuals relevant to discussion points may be invited by the **Board** to attend, with speaking rights determined by the **Board**.

5.5.21 Procedures of Part Two meetings: the **Board** shall develop and maintain procedures to ensure fairness and transparency for the use of **Part Two Board** meetings, including when it is appropriate to enter **Part Two**.

5.5.22 Supplementary procedures: the **Board** may develop policies and procedures to regulate **Board** meetings as they see fit, provided they do not contradict this **Constitution** and any relevant legislation.

5.6 Requirements of Officers

5.6.1 When acting as Officers, all Officers –

- a. Shall act in good faith in what **Officers** believe is to be in the best interests of **Te Tira Ahu Pae**,
- b. Shall read and understand their obligations under this **Constitution**,
- c. Shall exercise all powers for a proper purpose,
- d. Must not act, or agree to **Te Tira Ahu Pae** acting, in a manner that contradicts this **Constitution**, the **Incorporated Societies Act 2022**, **Charities Act 2005**, or any relevant legislation,
- e. Must exercise care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances taking into account, but without limitation:
 - i. the nature of **Te Tira Ahu Pae**,
 - ii. the nature of the decision,
 - iii. the position of the **Officer**, *and*
 - iv. the nature of the responsibilities undertaken by the **Officer**
- f. Must not agree to the activities of **Te Tira Ahu Pae** being carried on in a manner likely to:



- i. create substantial risk of serious loss to **Te Tira Ahu Pae** or to the **Association's** creditors, *or*
 - ii. cause or allow the activities of **Te Tira Ahu Pae** be carried on in a manner likely to create substantial risk of serious loss to **Te Tira Ahu Pae** or the **Association's** creditors
- g. Must not agree to **Te Tira Ahu Pae** using its funds or property other than to advance the purposes of **Te Tira Ahu Pae**, *and*
- h. Must not agree to **Te Tira Ahu Pae** incurring an obligation unless that **Officer** believes at that time on reasonable grounds that **Te Tira Ahu Pae** will be able to perform the obligation when it is required to do so.

5.7 Interests of Officers

5.7.1 When an Officer has an interest: an **Officer** is considered to have an interest in a matter if they have an [interest according to section 32 of the Act](#).

5.7.2 Declaring interests: an **Officer** who has an interest in a matter relating to **Te Tira Ahu Pae** must disclose details of the nature and extent of any interest (including any monetary value of the interest if it can be quantified) in an Interests Register held in accordance with [section 8.3 Record-keeping](#).

5.7.3 Political conflicts: Officers and subcommittee members shall declare within the Interests Register any affiliations to registered political parties or their party subgroups.

- a. An affiliation to a political party is defined as a political party or party subgroup membership, or if an individual undertakes regular activities or has regular involvement in a political party or a party subgroup.
- b. **Officers** and subcommittee members shall act in accordance with the non-partisan nature of the **Association** when carrying out **Association** related duties.

5.8 Remuneration of members of the Board

5.8.1 Remuneration for members of the Board: the **Association** may pay wages and/or honorarium to **Board** members for their position on the **Board** at a rate determined by the **Association**.

5.8.2 Written agreement for members of the Board: prior to the commencement of any position, those appointed or elected to the **Board** shall enter into an agreement with the **Association** regarding their roles and any remuneration for services.



5.9 Policies and bylaws

5.9.1 Creation and amendment of policies, procedures, and other regulations: the **Board**, from time to time, shall have the power to create and amend policies, procedures, and other regulations for the conduct and operations of the **Association**, along with codes of conduct applicable to **Student Representatives, employees, and Members**.

5.9.2 The Board shall develop and maintain the following policies, procedures, and regulations –

- a. Boards and committees appointment procedures,
- b. Clubs policies and procedures, without limiting any Clubs policies provided by Massey University,
- c. Code of Conduct,
- d. Conflict of interest policies and procedures,
- e. Elections and appointments policies and procedures,
- f. Events policies and procedures,
- g. Student Representative handover procedures,
- h. Finance Policy and any required relevant procedures,
- i. General Meeting procedures,
- j. Health and Safety policies and procedures,
- k. Privacy Policy, *and*
- l. Policy and procedures regulating the Student Representative Council.

5.9.3 Consultation: external policies should be made available for consultation to the student body prior to their approval by the **Board**.

5.9.4 Policy availability: external policies, procedures, and other regulations should be made available on the **Te Tira Ahu Pae** website.

5.9.5 Policy accessibility: policies, procedures, and other regulations should be written in plain language where possible, and follow recognised accessibility standards.



5.10 Acknowledgement of the Tertiary and International Learners Code of Practice

5.10.1 Code of Practice: Te Tira Ahu Pae shall acknowledge and work with **Massey University** towards realising the **University's** obligations under the [Education \(Pastoral Care of Tertiary and International Learners\) Code of Practice 2021](#), or any relevant legislation that amends or replaces it.

6. Te Tira Ahu Pae Student Representative Council (SRC)

6.1 Purpose and responsibilities of the Student Representative Council

6.1.1 The Student Representative Council exists to —

- a. Provide representation to the student body at **Massey University**,
- b. Uplift student voice,
- c. Enhance and uphold the charitable purposes of this **Association**,
- d. Uphold and honour Te Tiriti o Waitangi, *and*
- e. Provide transparency and accountability of Student Representatives to the student body.

6.1.2 Student Representatives shall: all members of the **Student Representative Council** are expected to exercise manaakitanga (respect and care), integrity, and collective accountability in accordance with Te Tiriti o Waitangi principles in their interactions.

6.1.3 Student Representatives must follow: all **Student Representatives** must follow any Code of Conduct, policies, procedures, and other regulations provided by **Te Tira Ahu Pae**.

6.2 Composition of the Student Representative Council

6.2.1 The Student Representative Council is composed of —

- a. The General President
- b. The Pasifika President
- c. **Seven (7) General Representatives**



- i. International Representative
 - ii. Postgraduate Representative
 - iii. Pāmamao | Distance Representative
 - iv. Pāmamao | Distance Representative
 - v. Ōtehā | Albany Representative
 - vi. Manawatū Representative
 - vii. Pukeahu | Wellington Representative
- d. **Twelve (12) Community Representatives**
- i. Four (4) Pasifika Community Representatives
 - ii. Four (4) Disability at Massey Community Representatives
 - iii. Four (4) RĀTĀ Community Representatives
- e. All eligible representatives of Ngā Haumi ki te Ao

6.3 Eligibility to join the Student Representative Council

6.3.1 Eligibility to join the Student Representative Council: candidates for the **Student Representative Council** must be able to pass any checks required by the **Association** to be eligible.

6.3.2 Eligibility to join Student Representative roles representing specific communities: to be eligible for roles intended to represent a specific community, the candidate must be a member of the group they represent, both in terms of identity and verified enrolment status (if applicable to the role). Roles relating to specific communities include —

- a. Pasifika President
- b. International Representative
- c. Postgraduate Representative
- d. Pāmamao | Distance Representatives
- e. Campus-based representatives
 - a. Ōtehā | Albany Representative



- b. Manawatū Representative
- c. Pukeahu | Wellington Representative
- f. Pasifika Community Representatives
- g. Disability at Massey Community Representatives
- h. RĀTĀ Community Representatives

6.3.3 Eligibility of Distance-based roles: a student is considered to be a **Distance Student** if their enrolment consists of at least **75%** extramural or online papers and does not study from or reside at a physical Massey University campus for the majority of their coursework.

6.3.4 Eligibility of campus-based Representatives: a student is considered to be campus-based if they are enrolled in at any campus-based courses at that campus.

6.3.5 Enrolment and eligibility to join the Student Representative Council: any student who is enrolled at **Massey University** at time of election or appointment is eligible to join **non-Community Representative Group** positions on the **Student Representative Council**.

6.3.6 Enrolment and eligibility to join Community Representative Group roles: **Community Representative Groups** shall specify in their individual Terms of Reference or other agreements any eligibility requirements in relation to enrolment, provided these comply with any requirements of **Te Tira Ahu Pae** in [rule 6.3.1 Eligibility to join the Student Representative Council](#).

6.3.7 Eligibility of Ngā Haumi ki te Ao: all representation kaimahi of **Ngā Haumi ki te Ao** are eligible to join the **Student Representative Council**.

6.3.8 Consent to join the Student Representative Council: any individual who is elected or appointed to the **Student Representative Council** must consent in writing to join the **Student Representative Council** and declare they meet any eligibility criteria.

6.3.9 Lapse in enrolment: a **Student Representative** may continue in their position where their enrolment at **Massey University** lapses during their term, provided they can uphold their duties and responsibilities as **Student Representative**.

6.3.10 Term limits for Student Representatives: no **Student Representatives** shall serve for longer than **four (4)** cumulative Governing Years.

6.3.11 Term limits for Presidents: no **President** shall serve as **President** for longer **three (3)** cumulative Governing Years.



6.4 Community Representative Groups

6.4.1 Autonomy of Community Representative Groups: Te Tira Ahu Pae respects the tino rangatiratanga of **Community Representative Groups** at **Massey University**, and the unique experiences of their students. The **Association** will hold to importance and uplift the voices of these student populations, and work in good faith with **Community Representative Groups** to enhance the learning experiences of diverse ākongā.

6.4.2 Rights of Community Representative Groups: Te Tira Ahu Pae will ensure **Student Representatives** in **Community Representative Groups** have equitable access to resources provided to the wider **Student Representative Council**, including budget allocations, events support, and disputes resolution support.

6.4.3 Pasifika Group purposes: the purpose of the **Pasifika Group** is to ensure the diverse voices of **Pasifika** students are heard at both **Te Tira Ahu Pae** and **Massey University**.

6.4.4 Disability at Massey (DaM) purposes: the purpose of **Disability at Massey** is to ensure the voices of disabled students and tāngata whaikaha are heard at both **Te Tira Ahu Pae** and **Massey University**.

6.4.5 RĀTĀ Community Representative purposes: the purpose of the **Rainbow and Takatāpui Advisory Group (RĀTĀ) Community Representatives** is to promote equity and inclusion of students of minority sexualities, genders, and diverse sex characteristics, and ensuring these students' voices are heard at both **Te Tira Ahu Pae** and **Massey University**.

6.4.6 Community Representative Group agreements: eligibility, procedures, responsibilities, scope, and deliverables for each **Community Representative Group** will be determined by an annually reviewed Terms of Reference or other agreement between **Te Tira Ahu Pae** and each **Community Representative Group**.

6.4.7 Community Representative Group Terms of Reference or agreements shall contain —

- a. The purpose(s) of the **Community Representative Group**,
- b. The functions of the **Community Representative Group**,
- c. The scope of the **Community Representative Group**,
- d. Any reporting requirements of the **Community Representative Group**,
- e. The expected activities and deliverables of the **Community Representatives**,
- f. Enrolment eligibility requirements of the **Community Representatives**,



- g. The manner of appointments or elections, replacements, and removal of **Representatives** of the **Community Representative Group**.

6.4.8 Community Representative Group agreements shall not contradict legislation: any Terms of Reference or agreements formed between **Community Representative Groups** and **Te Tira Ahu Pae** shall not contradict any requirements of the **Incorporated Societies Act 2022, Charities Act 2005**, and any other relevant legislation.

6.5 Meetings of the Student Representative Council

6.5.1 Frequency of meetings: the **Student Representative Council** shall host a minimum of **nine (9)** meetings per Governing Year, with the aim to meet at least monthly.

6.5.2 Time and date of meetings: the **Student Representative Council** should determine a recurring time and date for monthly meetings within the first month of the term for **Student Representatives**.

6.5.3 Location of meetings: **Student Representative Council** meetings should take place online, and provide reasonable opportunity for all **Student Representatives** to attend.

6.5.4 Notice of meetings: the **Secretary** of the **Board** shall inform **Student Representatives** of a **Student Representative Council** meeting at least **seven (7)** Clear Days in advance.

6.5.5 Notice of meetings waived in emergency: should there be the need for an urgent **Student Representative Council** meeting, there should be a notice period of **one (1)** Clear Day.

6.5.6 Chairperson for meetings: the **Chairperson** for **Student Representative Council** meetings shall be determined according to policies and procedures regulating the **Student Representative Council**.

6.6 Responsibilities and powers of the Student Representative Council

6.6.1 Responsibilities and powers of the Student Representative Council: excluding any **Student Representatives** elected to the **Board**, the **Student Representative Council** does not hold any governance responsibilities or decision-making powers over governance for the **Association**, and are not considered **Officers** under the **Act**.

6.6.2 Policies and procedures of the Student Representative Council: the **Student Representative Council** shall be regulated by policies and procedures approved by the **Board** of the **Association**.



6.6.3 Development and review of policies and procedures: Student Representatives shall have the opportunity for consultation and participation during the development and review of policies and procedures intended for regulation of the **Student Representative Council**.

6.7 Remuneration of Student Representatives

6.7.1 Remuneration of Student Representatives: the **Association** may pay wages and/or honorarium to **Student Representatives** for their position on the **Student Representative Council** at a rate determined by the **Board**.

6.7.2 Written agreement for Student Representatives: prior to the commencement of any position, individuals shall enter into an agreement with the **Association** regarding their roles and any remuneration for services.

7. Elections and appointments to the Student Representative Council

7.1 Timing of appointments and elections

7.1.1 Elections and appointments shall be held: the **Board** shall initiate appointments and elections in the Semester Two.

7.1.2 Timing of elections with interview processes: the **Association** may opt to hold applications and interviews for roles with interview processes prior to other elected roles.

7.1.3 Notice of appointments or elections: the **Association** must give at least **seven (7)** Clear Days' notice of the intention to hold an election or appointments, except in the case of vacancies occurring during the Governing Year where no notice shall be required.

7.1.4 Postponement of appointments and elections: the **Board** may, for reasons of emergency or extreme circumstances, choose to postpone some or all appointments and elections to **Semester One** of the following Governing Year.

7.1.5 Notice to students: the **Board** shall inform students of any postponement to elections and appointments, and accompany this notice with —

- a. Expected timeline of elections and appointments, *and*
- b. Reasons for the postponement.



7.1.6 Complaints relating to appointments or elections: any complaints relating to appointments or elections processes and outcomes shall be first raised with the designated **Elections and Appointments Manager**.

7.1.7 Absence of candidates: in the absence of candidates for an elected or appointed role, the **Association** may opt to extend —

- a. Extend notice of nominations for that position,
- b. Hold a by-election for that position, *or*
- c. Hold an appointment process for that position.

7.2 Elections and Appointments Manager

7.2.1 Appointment of Elections and Appointments Manager: the **Representation Manager** shall act as **Elections and Appointments Manager** for **Te Tira Ahu Pae**. In the absence of a **Representation Manager**, the **Board** shall appoint a senior member of **Te Tira Ahu Pae** staff to act as **Elections and Appointments Manager**.

7.2.2 The role of the Elections and Appointments Manager is to —

- a. Be responsible for the conduct of the election,
- b. Determine the eligibility of candidates, and in the event where a nominee is ineligible for a category, direct such nominees to their eligible categories where possible,
- c. Determine the validity of votes,
- d. Work with relevant **Te Tira Ahu Pae** staff to provide notice to the student body,
- e. Oversee and ensure the fairness of the elections and appointments processes,
- f. Ensure elections and appointments are carried out according to this **Constitution**, the **Incorporated Societies Act 2022**, **Charities Act 2005**, and any relevant legislation,
- g. Act as a point of contact for students and provide guidance to students interested in elections or appointments,
- h. Provide a written report in a timely manner to the **Board** certifying that the elections have been conducted in accordance with this **Constitution** and notify any irregularities in the elections after the conclusion of voting, *and*



- i. Seek the assistance of any **Te Tira Ahu Pae** staff members where the **Elections and Appointments Manager** believes they require such assistance to carry out their duties.

7.3 Appointments and interviews of Student Representative Council positions

7.3.1 Elections of General President: the **General President** role is elected after an interview process with the **Elections and Appointments Manager** or a delegated panel

7.3.2 Elections or appointment of the Pasifika President: the **Pasifika President** role shall be elected or appointed in accordance with the **Pasifika Group** Terms of Reference.

7.3.3 Remainder of roles are elected: the remainder of non-Community Representative Group roles are elected without an interview process, unless appointed to fill a vacancy accordance with [rule 7.5.2 Opt for appointments](#).

7.3.4 Qualification for President positions: candidates for General or Pasifika President positions must –

- a. Complete and submit to the **Association** a nomination form provided by the **Elections and Appointments Manager**,
- b. Be enrolled at **Massey University** in accordance with [rule 6.3.5 Enrolment and eligibility to join the Student Representative Council](#), and
- c. Be eligible to hold a position as an **Officer** in accordance with [rule 5.3.3 Eligibility of Board members](#), and
- d. Satisfy any other requirements provided by the **Association**.

7.3.5 Appointment and interview procedures: all appointment and interview processes should follow procedures and policies developed and maintained by the **Association**, with focus on transparency, fairness, and the principles of Te Tiriti o Waitangi.

7.3.6 Appointment and interview panels should consider purpose of positions: appointment and interview panels shall take into account skills required for the roles, the ability of candidates to carry out the roles' hours and duties, and leadership skills.

7.3.7 Appointment and interview panel compositions: the composition of appointment and interview panels shall be transparent and available to interested candidates and should reflect the composition and diversity of the student body.



7.4 Elections of the Student Representative Council

7.4.1 Voting periods: the **Association** shall provide a minimum of **fourteen (14)** Clear Days for **Voting Members** to vote in elections of the **Student Representative Council**.

7.4.2 Voting methods: the **Association** shall provide the ability to vote using a secure electronic form accessible to the **Elections and Appointments Manager**.

7.4.3 Maximum positions: an individual may run for a maximum of **two (2)** elected positions during any election period.

7.4.4 Nominee wins multiple positions: if a candidate wins multiple positions, they may select their preferred role. The runner-up will be declared the **Student Representative** for the vacant role.

7.4.5 Eligibility to vote: only **Voting Members** may vote in elections of the **Student Representative Council**.

7.4.6 Notice to students: the **Association** should make clear to the student body prior and during elections periods the requirements and importance for membership for votes to be considered valid.

7.4.7 Invalid votes: votes from individuals who are not Members will have their votes deemed invalid.

7.4.8 Conduct and procedures of elections: the **Association** may adopt procedures or other guidance that sets the expectations of behaviour for candidates for the **Student Representative Council** and any other reasonable requirements of candidates.

7.5 Vacancies of the Student Representative Council

7.5.1 A Student Representative shall cease to be in their position if —

- a. Their term ends,
- b. They provide notice of their resignation to the **General Manager**,
- c. They die or become incapacitated,
- d. They are removed from their role as a Student Representative as a result of the outcome of a disputes and complaints procedure, *or*
- e. Is removed in accordance with any contractual or employment procedures with the **Association**.



7.5.2 Opt for appointments: excluding **Community Representative Groups** which determine their own procedures, the **Board** may opt to hold an appointment process for any vacant elected **Student Representative Council** position.

7.5.3 Position left vacant: if a **Student Representative Council** position becomes vacant within the last **four (4) months** of the Governing Year, the **Board** may opt to leave the position vacant.

8. General Manager and record-keeping

8.1 Appointment and duties of the General Manager

8.1.1 Purpose of the General Manager: the **General Manager (GM)** is responsible for the operational leadership of the **Association**.

8.1.2 Consenting to position of Officer: prior to occupying a position as the **General Manager**, an individual must sign a form consenting to a position of **Officer** and confirming that they are not disqualified from being an Officer [in accordance with section 47 of the Act](#).

8.1.3 Dual responsibilities of the Board and General Manager: the **Board** and **General Manager** must uphold —

- a. The principles of Te Tiriti o Waitangi, including partnership, active protection, equity, and participation,
- b. Mana-enhancing practices, including ensuring respectful, fair, and culturally safe communications and relationships, *and*
- c. All relevant New Zealand laws, including: employment law, privacy law, health and safety requirements, the **Incorporated Societies Act 2022**, and the **Charities Act 2005**.

8.1.4 Duties of the General Manager: the **Board** shall appoint a **General Manager** to perform the following duties —

- a. Administer the affairs of the **Association**,
- b. Be responsible for the day-to-day operations of the **Association**,
- c. Act as a signatory on bank accounts subject to **Board**-approved financial controls,
- d. Employ, supervise, and support staff in accordance with **Board**-approved policies,



- e. Maintain all records, information systems, documents, policies, and registered of the **Association** required by law and this **Constitution**,
- f. Prepare and provide any information required by:
 - i. The Registrar of Incorporated Societies,
 - ii. Charities Services, *and*
 - iii. External auditors or reviewers
- g. Act strictly within the authority delegated by the **Board**, ensuring no conflict between operational decisions and governance responsibilities,
- h. Administer all financial matters of the **Association**, including budgets, financial reporting, payroll, payment, and contracts,
- i. Ensure the **Board** receives accurate, timely, and clear financial reports and risk updates,
- j. Keep complete, accurate, and secure financial records of the **Association**,
- k. Ensure compliance with health and safety obligations of the **Association**,
- l. Uphold and embed tikanga-based practices where appropriate, ensuring culturally safe operations,
- m. Perform any duties required of their position as an Officer of the **Association**, *and*
- n. Perform other duties as directed by the **Board** or identified elsewhere in this **Constitution**.

8.1.5 Delegation of duties: the **General Manager** may, with oversight from the **Board**, delegate specific operational functions to senior staff of the **Association**.

8.1.6 Responsibilities when delegating duties: when delegating duties, the **General Manager** —

- a. Must ensure all delegations are documented,
- b. Retains ultimate accountability for all delegated duties, *and*
- c. Must not delegate responsibilities that the **Board** has expressly prohibited from delegation.



8.1.7 Appointment process: the appointment of a **General Manager** shall be through a fair, transparent, and merit-based process aligned with Te Tiriti principles.

8.1.8 Qualifications of General Manager: the **General Manager** must —

8.1.9 Be eligible to be an **Officer** in accordance with the **Incorporated Societies Act 2022** and **Charities Act 2005**, *and*

8.1.10 Demonstrate capability in governance, finance, operations, tikanga-responsive leadership, and student-focused delivery.

8.1.11 Employment agreement: the **General Manager** must be employed under a written employment agreement compliant with the **Employment Relations Act 2000** or any of its amendments or replacements, setting out duties, authority, performance expectations, and termination provisions.

8.2 Removal of the General Manager

8.2.1 Grounds for removal: the **Board** may seek to remove the **General Manager** if the **General Manager** is deemed to have —

- a. Significantly breached this **Constitution**,
- b. Breached their employment agreement, including misconduct or serious misconduct,
- c. Engaged in behaviour that places the **Association** at serious operational, financial, reputational, cultural, or legal risk,
- d. Seriously breached tikanga, policies, or duties of good faith, integrity, or confidentiality, *or*
- e. Been unable or unwilling to perform their duties of the role.

8.2.2 Prior to removal: before a motion for removal of a **General Manager**, the **Board** must —

- a. Provide written notice of concerns, allegations, and possible consequences,
- b. Offer the **General Manager** not less than **twelve (12)** Clear Days to respond,
- c. Allow the **General Manager** to be heard in person or in writing,
- d. Allow the **General Manager** to bring a support person, including: a lawyer, advocate, or kaumātua,



- e. Ensure the process protects the mana of all parties involved,
- f. Consider a restorative or tikanga-based resolution process, unless clearly inappropriate due to seriousness or urgency, *and*
- g. Consider advice from —
 - a. A legal advisor,
 - b. An independent human resources specialist, *or*
 - c. A kaupapa Māori or tikanga advisor, where relevant.

8.2.3 Resolution to remove the General Manager: a resolution to remove the **General Manager** shall require the approval of **75%** of all non-conflicted **Board** members.

8.2.4 In the case of a conflict of interest: any **Board** member who has a conflict of interest, determined by the remainder of the **Board** to be a material conflict of interest, must not vote on a motion for removal, and must not be present during deliberations except to provide information if requested.

8.2.5 Multiple Board members holding a conflict of interest: where three or more members of the **Board** holds a conflict of interest, the decision to remove a **General Manager** shall be deferred to an independent external body.

8.2.6 Records in relation to removal: the decision to remove a **General Manager** and the reasons relating to that decision must be recorded confidentially in **Board** minutes.

8.2.7 Removal must comply with legislation: the **Board** must comply with employment law, including good-faith obligations under the **Employment Relations Act 2000** and any amendments or replacements of the Act.

8.2.8 Right of appeal: the **General Manager** may, within **twenty-four (24)** Clear Days, appeal the decision for removal to —

- a. An independent reviewer appointed by the **Board**, *or*
- b. A designated tikanga or governance advisory rōpū.

8.2.9 Recommendation of the appeal body: the **Board** must consider, in good faith, a recommendation made by the appeal body to —

- a. Uphold the decision,
- b. Recommend reconsideration, *or*



- c. Recommend a restorative or tikanga-based resolution pathway.

8.2.10 Appeal or review costs: Te Tira Ahu Pae may require the applicant to pay any costs incurred via an appeal or review process if the initial determination for removal is upheld.

8.2.11 Effect of removal: removal of a **General Manager** takes effect immediately upon the passing of the resolution unless a later date is specified.

8.2.12 Return of property: upon ceasing to be a **General Manager**, the **General Manager** must return all **Association** property and records promptly.

8.3 Record-keeping

8.3.1 Records to be kept: the **General Manager** must ensure the **Association** maintains, in accordance with law and good practice —

- a. An up-to-date register of **Members**,
- b. Minutes of all **Board**, **Student Representative Council**, subcommittee, and General Meetings,
- c. Financial accounts, payroll records, invoices, reconciliations, and contracts,
- d. All documents required by the **Incorporated Societies Act 2022** and **Charities Act 2005**,
- e. Health and safety records,
- f. Staff files and human resources documentation,
- g. An Interests Register of interests declared by members of the **Board** and subcommittees, *and*
- h. All other records required by this **Constitution** or by the **Board**.

8.3.2 How long Member records are kept: the **Association** will keep a record of former **Members** of the **Association**. For each **Member** who ceased to be a **Member** within the last **seven (7)** years, the **Association** will record —

- a. The former **Member's** name, *and*
- b. The date the former **Member** ceased to be a **Member**.

8.3.3 All records kept must be —



- a. Accurate, secure, and accessible,
- b. Retained for any statutory retention periods,
- c. Stored in accordance with the **Privacy Act 2020**, and
- d. Available to the **Board** on request, where it is appropriate to do so.

9. Subcommittees of Te Tira Ahu Pae

9.1 Power to form subcommittees

9.1.1 Board forms subcommittees: the **Board** may develop and maintain subcommittees as they see fit.

9.1.2 Delegation of powers to subcommittees: the **Board** may delegate, at its discretion, any of its privileges, powers, and controls in relation to the business and affairs of the **Association** to a subcommittee.

9.1.3 Responsibility of the Board: the **Board** remains ultimately responsible for any or all of its privileges, powers, and controls in relation to the business and affairs of the **Association** and must oversee any delegation, and may amend or discontinue any such delegation at any time.

9.1.4 Subcommittees must have a Terms of Reference which states —

- a. The name of the subcommittee,
- b. The purpose(s) of the subcommittee,
- c. Any reporting requirements of the subcommittee,
- d. The chair, membership, manner of appointments or elections, replacements, and removal of members of the subcommittee,
- e. The lifespan of any subcommittee, or whether it is to be a standing subcommittee, and
- f. Any further matters required for good governance and efficient administration of the subcommittee and affairs of the **Association**.



10. General Meetings

10.1 Giving notice and providing the agenda

10.1.1 Providing notice of a General Meeting: the **Association** shall give all **Members** at least **twenty-one (21)** Clear Days' written notice of a General Meeting.

10.1.2 The Association shall provide notice by —

- a. Communicating via email to **Members**,
- b. Communicating to an appropriate **Massey University** contact,
- c. Publishing social media communications, *and*
- d. Any other notification methods deemed appropriate by the **Association**.

10.1.3 Notice shall contain —

- a. Intent to hold a General Meeting,
- b. Date of the General Meeting,
- c. Any relevant details of the General Meeting, *and*
- d. A call for any motions to be put forth by **Members** at the General Meeting.

10.1.4 Notice of General Meeting details: least **fourteen (14)** Clear Days prior to a General Meeting, the **Association** should provide to **Members** —

- a. Time of the General Meeting,
- b. Any locations at which the General Meeting will be held,
- c. Any agenda items and motions for voting,
- d. How voting will occur, *and*
- e. Any supporting documentation.

10.1.5 Validity of notice: the General Meeting and its business will not be invalidated simply because one or more **Members** do not receive the notice.



10.2 Procedures of General Meetings

10.2.1 Location of General Meetings: General Meetings shall be made available online via accessible real-time audio and visual communication. Campuses may hold in-person gatherings to take part in General Meetings.

10.2.2 Chairperson of General Meetings: the **Board** shall appoint one **Student Representative Council** or **Board** member to chair the General Meeting.

10.2.3 The Chairperson of a General Meeting may —

- a. Guide and facilitate, in good faith, any discussions arising from motions,
- b. Direct any person obstructing the business of the General Meeting, behaving in a disorderly manner, being abusive, or failing to abide by the directions of the person chairing the meeting to be removed from the General Meeting, *and*
- c. In the absence of a quorum or in the case of emergency, adjourn the General Meeting, or declare it closed.

10.2.4 Casting votes: the **Chairperson** may exercise a casting vote at a General Meeting.

10.2.5 Quorum of General Meetings: quorum for General Meetings is **fifty (50) Voting Members** present.

10.2.6 Exclusion of votes in advance: the quorum for General Meetings does not include votes placed in advance.

10.2.7 In the absence of quorum for General Meetings called by the Board: if the meeting fails to reach quorum within half an hour of its starting time, the **Chairperson** shall adjourn the meeting to a day, time, and place determined by the **Board** within **seventeen (17)** Clear Days of the General Meeting, and extend any electronic voting periods.

10.2.8 In the absence of quorum for General Meetings called by Members: if the meeting fails to reach quorum within half an hour of its starting time, the **Chairperson** shall deem the General Meeting to be dissolved.

10.2.9 Loss of quorum: if quorum is lost after a meeting has commenced, the **Chairperson** shall adjourn the meeting to a day, time, and place determined by the **Board** within **seventeen (17)** Clear Days of the General Meeting, and extend any relevant electronic voting periods.

- a. Any motions held while quorum was present shall be valid.



10.2.10 Attendance of General Meetings: General Meetings are open to attendance from **Members** and non-**Members** alike.

10.2.11 Speaking rights at General Meetings: only **Members** and **Te Tira Ahu Pae Student Representative Council, Board**, or staff may speak at a General Meeting. Non-**Members** may speak with permission of the **Chairperson**.

10.2.12 Members' Motions at General Meetings: a **Member** may give written notice to the **Board** of a motion the **Member** wishes to propose for discussion or resolution at a General Meeting.

10.2.13 A Members' Motion must —

- a. Contain clearly the motion to be put forth, and their reasoning behind the motion,
- b. Not breach any requirements of the **Incorporated Societies Act 2022, Charities Act 2005**, and this **Constitution**.
- c. Be provided within **fifteen (15)** Clear Days of the General Meeting, *and*
- d. For matters unrelated to constitutional amendments, be accompanied by **fifty (50)** signatures of enrolled students at **Massey University**, containing names and student IDs, *or*
- e. For proposed constitutional amendments, be accompanied by **one hundred (100)** signatures of enrolled students at **Massey University**, containing names and student IDs.

10.2.14 Records to be kept from General Meetings must include minutes, including —

- a. Number of attendees,
- b. Names and student IDs of attendees,
- c. Any motions which were voted on,
- d. Outcomes of any voting, *and*
- e. An accurate reflection of any discussions where appropriate.

10.2.15 No resolution in lieu of a meeting: no written motion in lieu of a General Meeting shall be passed [for the purposes of section 89 of the Act](#).



10.3 Voting at General Meetings

10.3.1 Who may exercise a vote: Voting Members may exercise **one (1)** vote at General Meetings, including any votes placed in advance of the General Meeting.

10.3.2 Voting procedures: the **Association** may open motions to electronic voting using a secure platform for up to **fourteen (14)** Clear Days in advance of the General Meeting, which shall remain available into the General Meeting.

10.3.3 Advanced voting procedures: the **Association** shall develop procedures relating to advance voting, and make these procedures publicly available.

10.3.4 No proxy votes: Members may not vote by proxy.

10.3.5 Changes to motions: no changes shall be made to motions opened up for voting in advance of a General Meeting.

10.3.6 Votes required: any motion put forth at a General Meeting requires a simple majority of **Members** voting, excluding the following —

- a. Constitutional amendments, *and*
- b. Any motion where the **Board** specifies a higher majority.

10.3.7 Resolution binding: subject to the **Incorporated Societies Act 2022, Charities Act 2005**, this **Constitution**, and any relevant legislation, all resolutions passed at General Meetings shall be binding on **Te Tira Ahu Pae**.

10.4 Annual General Meetings

10.4.1 When Annual General Meetings should be held: an Annual General Meeting should be held on a weekday during the teaching period of Semester One, within **six (6) months** of the **Balance Date** and within **fifteen (15) months** of the previous Annual General Meeting.

10.4.2 The following business should be conducted at the Annual General Meeting —

- a. Confirmation of the minutes of any previous General Meetings held since the last AGM where minutes have not yet been approved at a General Meeting,
- b. Receipt from the **Board** of
 - i. the Annual Report on the operation and affairs of the **Association** during the most recently completed accounting period,



- ii. any strategic plans,
 - iii. the annual financial statements for that period,
 - iv. the **Auditor's** report on the annual financial statements (if applicable), *and*
 - v. any notice of any disclosures, or types of disclosures, of conflicts of interest made by **Board** members or a member of any subcommittee during that period (including a summary of the matters, or types of matters, relating to those disclosures)
- c. To approve the appointment of an **Auditor** (if required), subject to [rule 11.1.4 Appointment of Auditor](#), *and*
 - d. Any other business for which notice has been given under [rule 10.1.4 Notice of General Meetings details](#).

10.5 Special General Meetings

10.5.1 Special General Meeting called by the Board: by resolution of the **Board**, the **Association** may call a Special General Meeting in accordance with the rules laid out in this **Constitution** and any relevant policy or procedures.

10.5.2 Special General Meeting in case of conflict: where **half (50%)** or more of the **Board** members present at a **Board** meeting are not eligible to vote on a manner because they hold a conflict of interest in the matter [in accordance with the section 62 of the Act](#), the remaining **Board** members may vote on the matter. However —

- a. Where only **one (1) Board** member remains, a Special General Meeting of the **Association** must be called to determine the matter.

10.5.3 Special General Meeting called by Members: a **Voting Member** may provide request to the **Board** of a Special General Meeting, and the **Member's** request must —

- a. Provide the business they wish to have considered at the meeting, along with their reasoning for such business,
- b. Not propose any business which breaches any requirements of the **Incorporated Societies Act 2022, Charities Act 2005**, and this **Constitution**,
- c. Be accompanied by **fifty (50)** signatures of enrolled students at **Massey University**, containing names and student IDs.



10.5.4 Notices for a Special General Meeting called by Members: notices for any Special General Meetings called by **Members** must follow the rules laid out in [section 10.1 Giving notice and providing the agenda](#).

10.6 Amendments to this Constitution

10.6.1 Amendments to this Constitution: any amendments to this **Constitution** shall be made at a General Meeting and in accordance with the charitable purposes of **Te Tira Ahu Pae**, and rules provided by the **Incorporated Societies Act 2022**, **Charities Act 2005**, and any other relevant legislation.

10.6.2 Majority required: amendments to this **Constitution** must be approved by **two-thirds (66%)** majority of those **Voting Members** voting.

10.6.3 Amendments provided: amendments to this **Constitution** shall be provided to the **Registrar of Incorporated Societies** and **Charities Services** in a timely manner.

10.6.4 Minor or technical amendments: by resolution of the **Board**, the **Board** may propose any minor or technical amendments and provide notice of such proposed amendments to **Members** [in accordance with section 31 of the Act](#). Notice must include —

- a. The text of the amendment, *and*
- b. The right of a Member to object to the amendment within **thirty (30)** Clear Days.

11. Finances of the Association

11.1 Funds and property of the Association

11.1.1 The funds and property of the Association shall be —

- a. Controlled, invested, and disposed of by the **Board**, subject to this **Constitution**, *and*
- b. Devoted solely to the promotion of the purposes of the **Association**.

11.1.2 Bank accounts: the **Board** and **General Manager** shall maintain bank accounts in the name of **Te Tira Ahu Pae Incorporated** in accordance with a **Finance Policy** developed and maintained by the **Association**.

11.1.3 Finance Policy: a **Finance Policy** and any required procedures developed and maintained by the **Association** shall lay out the rules and procedures —



- a. How money received on account of the **Association** shall be banked,
- b. Approval of payment and financial decision-making procedures, and
- c. Procedures for keeping financial records required by the **Act** and any relevant legislation.

11.1.4 Appointment of Auditor: if required by the **Act** or **Charities Act 2005** or if the **Board** determines it desirable, the **Board** shall endorse a member of the New Zealand Institute of Chartered Accountants who is not a **Member of Te Tira Ahu Pae** to act as **Auditor** and conduct an audit of the annual accounts of **Te Tira Ahu Pae**, to be approved at a **General Meeting** by those **Voting Members** voting.

11.1.5 Unavailability of Auditor: if such person is unable to act as the **Auditor**, the **Board** shall appoint a replacement.

11.1.6 Auditor to remain unchanged: if an **Auditor** is unable to be appointed at a General Meeting, the **Auditor** remains unchanged from the previous Governing Year.

11.2 Balance date

11.2.1 Balance Date and Financial Year: the **Association's** Financial Year shall commence on **1st January** of each year and end on **31st December**, with the latter being the **Association's** Balance Date.

12. Winding up of the Association

12.1 Request for removal from Register or liquidation of Association

12.1.1 Decision to wind up: if at any time the **Association** becomes non-operational or it is desirable for the **Association** to be wound up and cease to operate, a resolution regarding the disposal of surplus assets (if applicable) must be made under [section 12.2 Surplus assets on request for removal from Register or liquidation](#) of this **Constitution** and under the power given to the **Association** in [section 215 of the Act](#).

12.1.2 Request for removal from Register: if [rule 12.1.1 Decision to wind up](#) is satisfied, the **Association** may request to be removed from the register [in accordance with section 176\(1\)\(a\) of the Act](#).

- a. A resolution authorising a request for the **Association's** removal from the register must be made in accordance with [rule 12.1.4 General Meeting for removal from Register](#).



- b. The resolutions described in this rule may be made at the same meeting of the **Association**.

12.1.3 Liquidation and the appointment of liquidator: the **Association** may be put into liquidation by first resolving to appoint a liquidator in accordance with [rule 12.1.4 General Meeting](#) for removal from Register. A resolution regarding the disposal of surplus assets must then be made in accordance with [section 12.2 Surplus assets on request for removal from register or liquidation](#).

12.1.4 General Meeting for removal from Register: the **Association** may resolve to authorise a request for the **Association's** removal from the Register or to appoint a liquidator [in accordance with the provisions of Part 5 of the Act](#) subject to the following modifications –

- a. The **Board** must give at least **fourteen (14)** Clear Days' notice of the Annual General Meeting or Special General Meeting of all the **Members** at which the resolution is to be considered,
- b. The notice must include the matters [required under section 228\(4\) of the Act](#), and
- c. The resolution must be passed by a **three-quarters (75%)** majority of the **Voting Members** present and entitled to vote and/or entitled to vote and voting by electronic means.

12.2 Surplus assets on request for removal from Register or liquidation

12.2.1 Distribution of surplus assets: on a **Member** vote in accordance with rules 12.1.1–12.1.3 of this **Constitution**, any remaining portion of the **Association's** funds or the net proceeds arising from the sale of the assets of the **Association** must be applied, after payments of all liabilities, towards such charitable entities in New Zealand whose purposes align with the purposes of the **Association** as may be determined by a **three-quarters (75%)** majority of the **Voting Members** present and entitled to vote and/or entitled to vote and voting by electronic means in accordance with [rule 12.2.2 Resolution on disposal of assets](#).

12.2.2 Resolution on disposal of assets: a resolution providing for the disposal of the **Association's** surplus assets must be made [in accordance with the provisions of Part 5 of the Act](#) subject to the following modifications –

- a. The **Board** must give at least **fourteen (14)** Clear Days' notice of the Annual General Meeting or Special General Meeting of all the **Members** at which the resolution is to be considered,



- b. The notice must include the matters required under [section 228\(4\) of the Act](#),
- c. The resolution must be passed by a **three-quarters (75%)** majority of the **Voting Members** present and entitled to vote and/or entitled to vote and voting by electronic means, *and*
- d. The resolution must set out which charitable entities the **Association's** surplus assets will be applied to in accordance with [rule 12.2.1 Distribution of surplus assets](#).

12.2.3 Same General Meeting: a resolution under this [section 12.2 Surplus assets on request for removal from register or liquidation](#) may be made at the same Annual General Meeting or Special General Meeting as a resolution under [section 12.1 Request for removal from Register or liquidation of Association](#).

13. Indemnity And Insurance

13.1.1 The Association may, with the authority of the Board, indemnify and/or obtain insurance for an Officer for –

- a. Liability (other than criminal liability) for a failure to comply with:
 - i. a duty under [section 54 to 61 of the Act \(officers' duties\)](#), or
 - ii. any other duty imposed on an **Officer** in their capacity as an **Officer** of the **Association**, *and/or*
- b. Costs incurred by the **Officer** for any claim or proceeding related to a liability under rule 13.1.1(c.aa).

13.1.2 Indemnification and insurance: the **Association** may indemnify or obtain insurance for an **Officer, Member** or employee [in accordance with the Act](#).

14. Contracting Method

14.1.1 Witnesses to contracts: documents will be executed for the **Association** pursuant to a resolution of the **Board**, and the **Association** may enter into contracts by **two (2) Board** members signing under the name of the **Association** and [any other method approved in the Act](#).



14.1.2 Common seal: the **Association** will in addition to [rule 4.1.1 Witnesses to contracts](#), affix its common seal to the contract or document where the **Board** has resolved that the common seal is required in accordance with [section 1.4 Common seal of Te Tira Ahu Pae](#).

15. Affiliated Student Groups and the Massive Magazine

15.1 Affiliated Student Groups

15.1.1 Ability to affiliate clubs, societies, and student groups: the **Association** may choose to affiliate student groups, referred to as **Affiliated Student Groups**, which enable Members and Non-Members to join together in respect of shared interests and activities.

15.1.2 Policy and procedures: without limiting any requirements of **Massey University**, the **Association** may set policy and procedures relating to individual **Affiliated Student Groups**, or **Affiliated Student Groups** as a whole, as it considers appropriate and in consultation with **Affiliated Student Groups**.

15.1.3 Formation of Affiliated Student Groups: applications to form an **Affiliated Student Groups** must be made to the **Association** in the form prescribed by **Te Tira Ahu Pae** policy and procedures.

15.1.4 Responsibilities of Clubs: individuals acting in their capacity as an **Affiliated Student Group** member must abide by the **Code of Conduct** provided by **Te Tira Ahu Pae**, regardless of whether that individual is a **Member of Te Tira Ahu Pae**.

15.1.5 Student Group grants: to carry out its charitable purposes, the **Association** may award grants to **Student Groups**, including unaffiliated **Student Groups**, as it sees fit in a manner prescribed by **Te Tira Ahu Pae** policy and procedures.

15.1.6 Disaffiliation of Student Groups: if the **Board** believes an **Affiliated Student Group** has materially breached any policy or procedure in relation to their operation as a **Student Group**, the **Board** may opt to disaffiliate the **Student Group**.

15.1.7 Rights of disaffiliated Student Groups: disaffiliated **Student Groups** shall lose all rights and benefits of being an **Affiliated Student Group**.

15.1.8 Notice of disaffiliation: the **Association** must provide a disaffiliated **Student Group** notice of disaffiliation, including —

- a. The reason(s) for the disaffiliation,



- b. The minimum period until a **Student Group** may seek reaffiliation, *and*
- c. Any other requirements or details related to the disaffiliation.

15.1.9 Disaffiliated Student Groups may apply to reaffiliate: a disaffiliated **Student Group** may apply to reaffiliate after the minimum time period specified in notice to the disaffiliated **Student Group**.

15.2 Massive Magazine

15.2.1 Provision of Massive: the **Association** shall provide and support the **Massive Magazine**, which shall provide relevant, up-to-date content for the student body of **Massey University**, with consideration for Distance students and the diversity and needs of the **Massey University** student body.

15.2.2 Editorial independence: Massive Magazine shall retain editorial independence from the **Association**.

15.2.3 Responsibilities of Massive: without limiting editorial independence, the **Massive Magazine** shall act in accordance with the Massive Magazine Charter agreement between **Massive** and the **Association**, this **Constitution** including with consideration to its charitable purposes, and any relevant policies and procedures of **Te Tira Ahu Pae**.

16. Member access to information

16.1 Member access to information of the Association

16.1.1 Requesting information: Members can request information from the **Association** in writing. The request must specify the information sought in sufficient detail to enable the information to be identified.

16.1.2 Association's response to request: the **Association** must, within a reasonable timeframe after receiving a request —

- a. Provide the information,
- b. Agree to provide the information within a specified time period,
- c. Agree to provide the information within a specified period if the **Member** pays a reasonable charge to the **Association** (which must be specified and explained) to meet the cost of providing the information, *or*



- d. Refuse to provide the information, specifying the reasons for the refusal.

16.1.3 Reasons for refusal: the **Association** may refuse to provide the information for any reason [in accordance with section 81 of the Act](#).

16.1.4 Association may charge for information: if the **Association** requires the **Member** to pay a charge for the information —

- a. Such charge shall not be more than the cost incurred by the **Association** to process the information; and
- b. The **Member** may withdraw their request, and must be treated as having done so unless, within **twelve (12)** Clear Days after receiving notification of the charge, the **Member** informs the **Association**:
 - i. that the **Member** will pay the charge; or
 - ii. that the **Member** considers the charge to be unreasonable.

16.1.5 Withdrawing a request for information: a **Member** may at any time withdraw their request for information.

16.1.6 Privacy: nothing in this [rule 16.1.3 Reasons for refusal](#) limits [Information Privacy Principle 6](#) of the [Privacy Act 2020](#) relating to access to personal information.



II. Disputes and complaints

1. Purposes and definitions

1.1 Purpose and guiding principles

1.1.1 Purpose of this section: the purpose of this section is to provide a fair, prompt, transparent, and culturally appropriate process for resolving disputes and complaints in accordance with the **Incorporated Societies Act 2022** and any other relevant legislation.

1.1.2 Guiding principles: all processes under this section shall be guided by the values of tikanga Māori, manaakitanga (showing respect and care), whanaungatanga (connection and belonging), and the principles of Te Tiriti o Waitangi.

1.1.3 Every party to a dispute or complaint is entitled to natural justice, including the right to —

- a. Be informed of the allegations and relevant evidence,
- b. Have a reasonable opportunity to respond,
- c. Be heard before any decision is made, *and*
- d. Have the matter determined by an impartial **Decision-Maker**.

1.1.4 Conflicted persons: should an **Officer** have a conflict of interest in relation to a complaint, they must not take part in any dispute procedures except in their capacity of complainant or recipient, unless otherwise agreed upon by resolution of the **Board** requiring a **66%** majority.

1.1.5 Right to a support person: both individuals who make a complaint and are subject of a complaint have the right to bring a support person to any hearings or other meetings related to the complaint.

1.2 Meanings of disputes and complaints

1.2.1 Definition of a dispute: a dispute is a disagreement or conflict involving the **Association**, its **Officers**, and/or its **Members**, in relation to this section.

1.2.2 A dispute is a disagreement or conflict that relates to an allegation that —

- a. A **Member** or an **Officer** has engaged with misconduct,



- b. A **Member** or an **Officer** has breached, or is likely to breach, a duty under the **Association's Constitution** or bylaws and policy, or the **Incorporated Societies Act 2022**,
- c. The **Association** has breached, or is likely to breach, a duty under the **Association's Constitution** or bylaws and policy, or the **Incorporated Societies Act 2022**, *or*
- d. A **Member's** rights or interests as a **Member** have been damaged, or a **Members'** rights or interests have generally been damaged.

1.2.3 A disagreement or conflict may be between any of the following —

- a. Two (2) or more **Members**,
- b. One (1) or more **Members** and the **Association**,
- c. One (1) or more **Members** and one (1) or more **Officers** of the **Association**,
- d. Two (2) or more **Officers** of the **Association**,
- e. One (1) or more **Officers** and the **Association**, *or*
- f. One (1) or more **Members** or **Officers** and the **Association**.

2. Disputes and complaints procedures

2.1 How a complaint is made

2.1.1 Definition of a complaint: a complaint is where a **Member**, **Officer**, or the **Association** starts a procedure for resolving a dispute.

2.1.2 Laying a complaint: a **Member** or **Officer** may make a complaint by giving to the **General Manager** or another delegated senior leadership staff member a notice in writing that —

- a. States that the **Member** or **Officer** intends to make a complaint,
- b. Sets out the allegation(s) relating to the dispute, and who the allegation(s) are against,
- c. The nature of the issue, relevant facts, and supporting information, *and*
- d. The outcome sought.



2.1.3 Informing potential complainants: the **Association** must make an individual who expresses the intention to make a complaint aware of the required information in order for the **Association** to process a complaint.

2.1.4 Accessibility of complaints procedures: the **Association** must make complaints procedures available on their primary website in accessible formats.

2.1.5 Complaints relating to Association staff: complaints in relation to **Association** staff who are not **Officers** shall be processed in accordance with **Te Tira Ahu Pae** policy and procedures.

2.1.6 How the Association may make a complaint: the **Association** may make a complaint involving an allegation against a **Member** or **Officer** by giving to the **Member** or **Officer** a notice in writing that –

- a. States that the **Association** is starting a procedure for laying and resolving a dispute in accordance with this **Constitution**, *and*
- b. Sets out the allegation relating to the dispute.

2.1.7 Information provided around allegations: the person who the allegation(s) are against must be fairly advised of the allegation(s) against them, and they may prepare a response. The information set out in the notice must be detailed enough to make sure they can understand and respond to the allegation(s).

2.2 On receipt of a complaint

2.2.1 Acknowledgement of complaints: the **Association** shall acknowledge any complaint it receives within **twelve (12)** Clear Days of receiving the complaint.

2.2.2 Early resolution: upon receipt, the complainant and the **Association** shall first consider whether the matter may be resolved through informal discussion, mediation, tikanga-based process, or another restorative process.

2.2.3 Mediation or arbitration: where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement.

2.3 Decision-Maker

2.3.1 Appointment of Decision-Maker: if an early resolution is inappropriate or cannot be achieved, the **Board** may –

- a. Determine the matter itself if appropriate to do so,



- b. Appoint a subcommittee of the **Board**, *or*
- c. Refer the matter to an external mediator, arbitrator, or referee.

2.3.2 Decision-Maker: the person or body dealing with the matter is the **Decision-Maker**.

2.3.3 Decision-Maker must be independent of the complaint: all **Decision-Makers** must declare any actual or perceived conflict of interest, and no person may act as a **Decision-Maker** if there are reasonable grounds to believe they cannot act impartially or hold a predetermined view.

2.4 Grounds to decline

2.4.1 Declining to investigate: the **Decision-Maker** may decline to investigate if the **Decision-Maker** is satisfied that the dispute or complaint —

- a. Is trivial, vexatious, or without foundation or sufficient evidence to support it,
- b. Discloses no material breach or misconduct,
- c. Has already been adequately addressed by the **Association**,
- d. Has been unduly delayed, *or*
- e. The complainant has insufficient interest in the matter.

2.4.2 Notice of decision to decline: all parties must be given notice in writing of the decision to decline a dispute or complaint with reasons for the decision.

2.4.3 Procedures following resignation: if the recipient of a complaint resigns as a **Member** or an **Officer** during an open dispute, the **Association** may opt to close the dispute unless the **Association** believes it is necessary to —

- a. Protect the integrity or reputation of **Te Tira Ahu Pae**,
- b. Resolve outstanding obligations or matters, *or*
- c. Complete a process already substantially underway.

2.4.4 Orders following resignation: any findings or orders must be reasonable and proportionate to the circumstances.



2.5 Dispute procedures

2.5.1 Obligations of Members and Officers: all **Members** and **Officers** are obliged to cooperate to resolve disputes efficiently, fairly, in accordance with the principles of **Te Tiriti o Waitangi**, and with minimal disruption to the **Association's** activities.

2.5.2 Disputes procedures must follow relevant law: any disputes procedures in relation to **Officers** and staff must follow any relevant legislation including the **Employment Relations Act 2000** and its amendments or any act which replaces it.

2.5.3 Investigation process: if an investigation proceeds, the **Decision-Maker** shall —

- a. Notify all relevant parties of the full details of the dispute or complaint,
- b. Allow each party not less than **fifteen (15)** Clear Days to prepare and submit a written response,
- c. Provide each party a reasonable opportunity to be heard, either in writing or at an oral hearing, *and*
- d. Conduct the process with fairness, confidentiality, and respect for tikanga and the mana of all participants.

2.5.4 Right to be heard is given: without limiting the manner in which the **Member, Officer, or Association** may be given the right to be heard, the individual or **Association** must be taken to have been given the right if —

- a. They have been fairly advised of all allegations concerning the respondent, with sufficient details and time to prepare a response,
- b. They have had a reasonable opportunity to be heard in writing or at an oral hearing (if one is held), *and*
- c. Their written statement, verbal statement, or any submissions are considered by the **Decision-Maker**.

2.5.5 Association's right to be heard: if the **Association** makes a complaint, an **Officer** may exercise the **Association's** right to be heard on behalf of the **Association**.

2.5.6 Incorporation of approaches: hearings or discussions may incorporate tikanga-based or restorative approaches where appropriate.



3. Dispute outcomes

3.1 Decisions and outcomes

3.1.1 Records of decisions: the **Association** shall keep the following records in accordance with **Te Tira Ahu Pae** policy and as required by law —

- a. The name of the complainant and who the complaint was made against,
- b. The details of the complaint,
- c. The procedures followed,
- d. The outcome of the complaint, *and*
- e. Any other information relevant to the dispute.

3.1.2 Confidentiality: all matters in a dispute shall be treated as confidential, and information shared only to the extent necessary for a fair resolution.

3.1.3 Summary information: de-identified summary information may be used for organisational learning and improvement.

3.1.4 Notice of outcome: all parties shall be informed in writing of the outcome of the dispute, including —

- a. Findings of the dispute,
- b. The reasons for the decision, *and*
- c. Any directions, actions, or sanctions.

3.1.5 Possible outcomes of a decision relating to a dispute may include —

- a. Dismissal of the dispute or complaint,
- b. Recommendations or directions to resolve the issue,
- c. A formal reprimand or warning,
- d. Suspension of membership or a specified period, *or*
- e. Termination of membership in serious cases.



3.1.6 Facilitation of outcome: where appropriate, the **Decision-Maker** may facilitate a restorative outcome that upholds mana and restores relationships.

3.2 Right to appeal or review

3.2.1 Request for appeal or review: any **Member** or **Officer** directly affected by a decision may request an appeal or review within **twenty-four (24)** Clear Days of receiving the written decision.

3.2.2 An appeal or review shall be carried out by –

- a. An independent person appointed by the **Board** who was not involved in the original decision, *or*
- b. A panel including at least one kaumātua or external advisor appointed by the **Board**.

3.2.3 Considerations of appeal or review: an appeal or review shall consider whether the process was fair and whether the decision was reasonable.

3.2.4 Decisions shall be final: appeal and review decisions shall be final, subject to any relevant legislation.