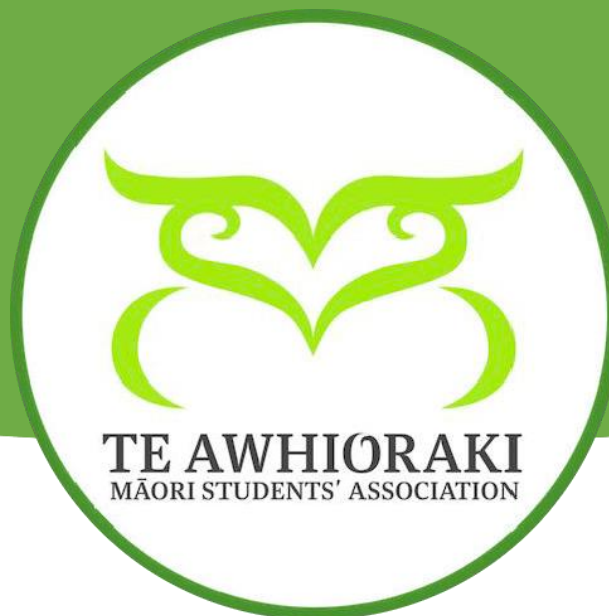


CONSTITUTION
OF
Te Awhioraki
Māori Students' Association
OF
LINCOLN UNIVERSITY



UPDATED AND RATIFIED APRIL 2026

Table of Contents

1. Name	2
2. Interpretations and Definitions	2
3. Treaty of Waitangi	2
4. Recognition of LUSA.....	3
5. Registered Office.....	3
6. Mission and Objects.....	3
7. Powers.....	4
8. Property	5
9. Payment to Members	5
12. General Meetings.....	7
13. Special General Meetings	9
14. Annual General Meetings	9
15. Te Kōmiti Whakahaere.....	10
16. Rules of the Executive	11
17. Elections	12
18. Vacancies on the Executive.....	13
19. Financial Arrangements	13
20. Constitution	14
21. Winding-Up	15

1. Name

- 1.1. The name of the Association shall be *Te Awhioraki Māori Students' Association*.

2. Interpretations and Definitions

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

- **Association** - shall mean the Te Awhioraki Māori Students' Association.
- **Financial Year** or **Calendar Year** - shall mean the twelve calendar months from and including the first day of January and up to and including the 31st of December each year.
- **LUSA** - shall mean Lincoln University Student Association.
- **MOU** - shall mean the Memorandum of Understanding between LUSA and the Association.
- **Te Kōmiti Whakahaere** - shall mean the Executive Committee

3. Treaty of Waitangi

- 3.1. The Association recognises, and shall act consistently with, Te Tiriti O Waitangi / Treaty of Waitangi.

4. Recognition of LUSA

- 4.1. The Association recognises LUSA as the student body of Lincoln University.
- 4.2. The Association recognises itself as an autonomous body parallel to LUSA.
- 4.3. The MoU outlines the foundation of the relationship between LUSA and Te Awhioraki and this constitution relates solely to the operations of Te Awhioraki.

5. Registered Office

- 5.1. The Registered Office of the Association shall be situated at Lincoln University, Canterbury, in Te Whare Hauaitū at Lincoln University, or such other place as may from time to time be determined by a Special General Meeting of the Association.

6. Mission and Objects

6.1. The Mission of the Association shall be:

- 6.1.1. A quality university experience for all Māori students of Lincoln University through representation, services, and extra curricula activities. Respecting the dual heritage of the partners of Te Tiriti o Waitangi/ Treaty of Waitangi

6.2. The Objects of the Association shall be:

- 6.2.1. To work in accordance with Treaty of Waitangi
- 6.2.2. To be an advocate, representative, and collective voice for Māori students.
- 6.2.3. To foster and promote the personal wellbeing of Māori students.
- 6.2.4. To foster and promote political, religious, cultural, sporting, recreational and social activities, for Māori students
- 6.2.5. To provide information and services of benefit to Māori students.
- 6.2.6. To promote discussion and debate of issues concerning Māori students.
- 6.2.7. To provide educational support, advice and representation for Māori students.
- 6.2.8. To encourage and co-operate with LUSA in the promotion of their respective activities.
- 6.2.9. To ensure the University and its subsidiaries provide high quality education and services.

7. Powers

7.1. The Powers of the Association shall be:-

- 7.1.1. To represent and to act on behalf of the members of the Association in all matters in which the members as a whole are interested.
- 7.1.2. To keep and preserve all records likely to prove of value or historic interest to Members.
- 7.1.3. To raise funds for the purpose of promoting any matters in which the members as a whole are interested, and which are conducive to the Objects of the Association.
- 7.1.4. To acquire by purchase or otherwise any real or personal property for the purpose of establishing or maintaining any buildings, parts of buildings, or any other accommodation or facilities or for any other purpose whereby the Objects of the Association or any of them may be furthered.
- 7.1.5. To assist any organisation charity of charitable purposes which in the opinion of the Executive it may be desirable to assist.
- 7.1.6. To join with any other person, association or corporation for the furtherance of any of the Objects of the Association.
- 7.1.7. To do all such other things as are incidental or conducive to the furtherance of the above Objects.

8. Property

- 8.1. The income, assets and property of the Association shall be applied only towards the furtherance of the Objects of the Association stated in Clause 7.1.4. above.

9. Payment to Members

- 9.1. **Payment** in any form whatsoever shall be made to members of the Association only if: -

- 9.1.1. The payment is in good faith or remuneration to any servant of the Association for services rendered, or
- 9.1.2. The payment is to cover any reasonable expenses of any authorised representatives or delegates of the Association.

10. Membership

- 10.1. All Māori students, registered as students with Lincoln University and including Regional Education Students, are deemed to be Members of the Association.
- 10.2. **Membership** categorises are:
 - 10.2.1. General Member
 - 10.2.2. Engaged Member
 - 10.2.3. Active Member
- 10.3. **Progression of Membership** - Membership categorisation may be reviewed and updated by Te Kōmiti Whakahaere based on member engagement and participation.
- 10.4. **Special Membership** categories are:
 - 10.4.1. Life Member
 - 10.4.2. Honorary Member
- 10.5. **Honorary membership** may be granted to any person at the discretion of the Executive
 - 10.5.1. Honorary members of the Association shall enjoy all the rights and privileges of Full Membership except voting rights and nomination to the executive
- 10.6. **Life Membership** may be granted to any person at the discretion of the Executive at a AGM
 - 10.6.1. Any member that serves as Tumuaki will automatically become a Life member of the Association
 - 10.6.2. Life members of the Association shall enjoy all the rights and privileges of Full Membership except voting rights and nomination to the executive

11. Cessation of Membership

- 11.1. Any person may resign membership of the Association by giving written notice to the Kaituhituhi.
- 11.2. The Kaituhituhi will maintain a record of any resignation received and notify Te Kōmiti Whakahaere.
- 11.3. If any member has acted in a way that is harmful to the Association that member may be suspended, or their membership ended by two-third majority of the Executive members. The procedures for cessation of members will be as follows:
 - 11.3.1. The member must be given written notice of the proposed cessation of membership, the reason for it, and the time and date of the Executive Meeting at which it will be considered.
 - 11.3.2. The Member must also be given an opportunity to be heard at the meeting considering suspension or exclusion.
 - 11.3.3. If in the meeting the Executive members may, within seven days, give written notice of appeal to the Kaituhituhi
 - 11.3.4. The Kaituhituhi will then call an Executive Meeting to take place within fourteen days of receipt of the appeal.
 - 11.3.5. If that meeting passes a resolution rescinding the exclusion, the Member's membership status will be reinstated immediately

12. General Meetings

- 12.1. **Types of Meetings** - The Executive shall conduct its business as usual through two types of General Meetings:
 - 12.1.1. Catch Up Meetings; and
 - 12.1.2. Board Meetings
- 12.2. **Catch Up Meetings** – The purpose of regular Catch Up Meetings is to make decisions that may from time to time be necessary to enable the members to achieve the best outcomes for the Association. Business of this meeting will include:
 - 12.2.1. Event Coordination and Discussion;
 - 12.2.2. Portfolio Updates; and

- 12.2.3. Any other immediate operational matters of the Association
- 12.3. Catch Up meetings shall be held regularly at the discretion of Te Kōmiti Whakahaere and at least monthly during semester one and two of a normal academic calendar year
- 12.4. **Board Meetings** – The purpose of Board meetings is to ensure effective governance of the Association by consistently supporting its strategic growth and sustainability. Business of this meeting will include:
- 12.4.1. Review and Development of Policies and Procedures;
 - 12.4.2. Discussion of the Annual Strategic Plan;
 - 12.4.3. Presentation of the Monthly Financial Report;
 - 12.4.4. Review of the Associations activities throughout the year; and
 - 12.4.5. Any other business determined to be appropriate for discussion or approval.
- 12.5. Board meetings should be held in the first week of every month during semester one and semester two of a normal academic calendar year.
- 12.6. Board meetings may be waived at the discretion of the Executive.
- 12.7. Notification of the schedule of General Meetings will be issued on the first week of every term. Members of Te Kōmiti Whakahaere can vote to waive a notice period if deemed necessary.
- 12.8. The notice of meeting will specify the time, date and place of the meeting.
- 12.9. The agenda shall be finalised no later than two (2) days prior to the meeting, unless otherwise determined by the executive.
- 12.10. The quorum of general meetings will consist of four (4) Executive Members present in person.
- 12.11. Meeting Procedure**
- 12.11.1. The Tumuaki will chair all General Meetings. In the absence of the Tumuaki the meeting will be chaired by the Tumuaki Tuarua or Kaituhituhi
 - 12.11.2. In the absence of these officers the meeting will be chaired by another Member as decided by present members.

- 12.11.3. A Nominee appointed by notice in writing to the Kaituhituhi and received by the Kaituhituhi before the meeting may represent a Member at a General Meeting. A member will have the right at any time to change, withdraw or revoke the appointment of the Member's Nominee by notice in writing to the Kaituhituhi.
- 12.11.4. All decisions will, if possible, be decided by consensus. Where a consensus cannot be reached the decision will, unless otherwise specified, be made by a majority vote.
- 12.11.5. Voting will be by show of hands unless members indicate an alternative preference. If any member requests a secret ballot on any vote or election a secret ballot will be held
- 12.11.6. If voting is tied the Tumuaki will have a casting vote.
- 12.11.7. If a decision made goes against the tino rakatirataka of the Association, the Executive members, have the discretion to revise the decision.
- 12.11.8. The Kaituhituhi will ensure a Minute Book is maintained which is available to any member of the Association to view. The minutes will record:
- 12.11.8.1. The names of those present;
 - 12.11.8.2. All decisions which are required by this constitution or by law to be made at the meetings; and
 - 12.11.8.3. All other matters of relevance discussed in the meeting.
- 12.11.9. The Kaituhituhi will furthermore ensure:
- 12.11.9.1. All minutes of meetings are forwarded to members;
 - 12.11.9.2. Distribution of minutes and all other relevant documents will be by way of email; and
 - 12.11.9.3. Copies of all Board meetings will be available via Te Awhioraki Association webpage

- 12.12. If quorum is not present within thirty (30) minutes of the time meeting time, no business shall be discussed or dealt with and the meeting shall lapse.

13. Special General Meetings

- 13.1. Special General Meetings (SGM) may be called by the Executive, or by a written request made by at least five Members stating the reason for requesting the SGM. The written request must be delivered to the Kaituhituhi.
- 13.2. Notice of the SGM will be issued within fourteen days of the meeting, and current registered members notified via email.
- 13.3. The procedure for these meetings will be equivalent to General Meeting procedures.
- 13.4. Proxy votes will not be valid at a SGM.
- 13.5. The quorum for a SGM and all other officially recognised meetings will be four (4) members, including at least one office holder present.

14. Annual General Meetings

- 14.1. The Annual General Meeting shall be held during term time and before the end of the first semester, as set down in the University Calendar.
- 14.2. Quorum is set at ten (10). If quorum is not reached, the meeting must be rescheduled to the first appropriate time.
- 14.3. Notice of the Annual General Meeting shall be advised at least fourteen (14) days before such meeting, stating the time, date and location.
- 14.4. The Annual General Meeting (AGM) will carry out the following business:
- 14.4.1. Receive the minutes of the previous AGM;
 - 14.4.2. Receive Te Kōmiti Whakahaere report on the activities of the Association over the last year and the proposed priorities and directions for Te Awhioraki Amokura in the current year;

- 14.4.3. Receive the financial statement including the balance sheet and statement of income and expenditure for the past year and the estimate of income and expenditure for the current year; and
 - 14.4.4. Confirmation of the elected and appointed officers and Kaimahi.
- 14.5. Proxy votes will not be valid at an AGM.
- 14.6. Changes to the Constitution can only be made at the AGM.

15. Te Kōmiti Whakahaere

- 15.1. The Executive of the Association shall consist of:
- 15.1.1. Tumuaki
 - 15.1.2. Tumuaki Tuarua
 - 15.1.3. Kaituhituhi
 - 15.1.4. Kaitiaki Pūtea
 - 15.1.5. Kaimahi
- 15.2. Where candidates for Tumuaki and Tumuaki Tuarua have clearly communicated an intention to operate as a takirua during the election period, the incoming Executive may formally recognise this arrangement at the commencement of their term.

16. Rules of the Executive

- 16.1. Te Kōmiti Whakahaere shall be elected annually. It shall take office as of the first of December each year at which date Te Kōmiti Whakahaere of the previous year will retire.
- 16.2. Te Kōmiti Whakahaere or any members thereof shall resign when called upon to do so by a two thirds majority at a Special General Meeting called for that purpose. Any such motion requires notice to be given at least fourteen (14) days before the Special General Meeting.
- 16.3. Every member of the Executive must be a member of the Association at the time of his/her election and during his/her term of office. Any member

may resign from Te Kōmiti Whakahaere by giving written notice to the Tumuaki. The Kaituhituhi will maintain a record of any resignation received and notify Te Kōmiti Whakahaere.

16.4. If a member of the committee, including an office-bearer, does not attend three consecutive meetings without leave of absence, that member may at the discretion of the committee, be removed from the committee.

16.5. Handover

16.6. The outgoing Kōmiti Whakahaere are responsible for organising a hand-over with the newly appointed Kōmiti Whakahaere during the handover period.

16.7. The Handover period will run from the announcement of the election results to the 31st of October each year.

16.8. During the handover period, the incoming Kōmiti Whakahaere will draft and present to the outgoing Kōmiti Whakahaere:

16.8.1. Annual Strategic Plan for the executive

16.9. The outgoing Kōmiti Whakahaere shall produce the following templates / outlines before the end of their term:

16.9.1. Annual budget

16.9.2. Summary of the previous year's activities and associated learnings

16.10. These three (3) documents are to be ratified by the newly appointed Kōmiti Whakahaere at the first executive Meeting of Semester One.

17. Elections

17.1. Elections will be held in conjunction with LUSA.

17.2. Elected positions include;

17.2.1. Tumuaki

17.2.2. Tumuaki Tuarua *or*

17.2.3. Tumuaki Takirua

17.2.4. Kaituhituhi

17.2.5. Te Kaitiaki Pūtea

17.2.6. Kaimahi

17.3. Te Kōmiti Whakahaere will comprise of;

17.3.1. One Tumuaki

17.3.2. One Tumuaki Tuarua *or*

17.3.3. Two Tumuaki Takirua (Co- Tumuaki)

17.3.4. One Kaituhituhi

17.3.5. One Kaitiaki Pūtea

17.3.6. Three Kaimahi

17.4. thus, making a total of 7 representatives of Te Kōmiti Whakahaere.

17.5. Where there is a joint intention from candidates for the position of Tumuaki and Tumuaki Tuarua to transition to Tumuaki Takirua after the election, this must be clearly communicated in their nomination and during the campaign period.

17.6. At no point can positions of Tumuaki Takirua run alongside with Tumuaki Tuarua.

18. Vacancies on the Executive

18.1. In the event of the offices of Tumuaki, Tumuaki Tuarua and Kaituhituhi becoming vacant Te Kōmiti Whakahaere shall internally appoint replacements to fill these positions until new executive members can be appointed at an AGM or SGM.

- 18.2. In the event three Kaimahi are not elected, Kaimahi can be voted on to the executive during an executive committee meeting after providing a letter of intent to the Tumuaki and Kaituhituhi.
- 18.3. Appointments are not required to be made immediately, but where practical, the executive should maintain a complement of three (3) Kaimahi.
- 18.4. If positions are at a tie vote, a bi-election will be run to decide the overall outcome if practicable.
- 18.5. In the event of the entire Executive being called upon to resign by a resolution of a Special General Meeting duly called for the purpose, the President of LUSA will immediately organise an election for the Kōmiti Whakahaere and will direct the handover process to the new Kōmiti Whakahaere.

19. Financial Arrangements

- 19.1. The financial year of the Association will be from January 1st to December 31st
- 19.2. Te Kōmiti Whakahaere shall exercise financial decision in accordance with standard accounting policies and procedures.
- 19.3. All expenditure on the Association's Banking Account shall be signed/approved by at least two of the three (4) following persons: -
 - 19.3.1. Tumuaki
 - 19.3.2. Tumuaki Tuarua
 - 19.3.3. Kaituhituhi
 - 19.3.4. Kaitiaki Pūtea
- 19.4. Expenditure outside of the Approved Budget must be agreed by Te Kōmiti Whakahaere at an executive meeting.
- 19.5. Kaitiaki Pūtea will ensure true and accurate accounts are kept of all financial transactions of the Association by way of;

- 19.5.1. keeping receipts and invoices which records all financial transactions and matches card payments and reimbursement amounts
 - 19.5.2. payment of all accounts/expenses, through a designated bank account
 - 19.5.3. storing all documents as required for audit purposes
 - 19.5.4. monthly meetings with the LUSA's Accounts Manager
- 19.6. The Association shall have at least one bank account into which all monies received shall be deposited.
- 19.7. The Executive may arrange for the accounts of the Association for that financial year to be audited by a person appointed for that purpose and draw up for presentation to the Annual General Meeting of the Association a statement of Income and Expenditure, statement of Trust Funds controlled by the Association, statement of Financial position, audit and special accounts of the Association.

20. Constitution

- 20.1. The Constitution of the Association shall not be altered except by an Annual General Meeting of the Association. Any changes require a two-thirds majority vote to take effect.
- 20.2. Any provision within the Constitution specifically relating to LUSA can only be introduced or amended subject to the approval of the Association and LUSA.

21. Winding-Up

- 21.1. In the event of the winding-up of the Association under all the provisions including the Service Level Agreement between LUSA and Te Awhioraki, all the real and personal property of the Association after payment of all costs, debts and liabilities shall vest in LUSA upon trust for the benefit of students of Lincoln University to be applied therefore in such manner as LUSA in its absolute discretion may deem fit.