



STUDENTS ASSOCIATION OF THE NELSON-
MARLBOROUGH INSTITUTE OF TECHNOLOGY
(SANITI) INCORPORATED

CONSTITUTION

Name: Scott Bailey
Position: VP
Date: 29-10-25
Signature: 

Name: Shehan Perera
Position: Student Executive
Date: 30/10/2025
Signature: 

Name: Sadia Islam
Position: Executive member
Date: 29.10.2025
Signature: 

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Registered: August 2002

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August 2002

Includes Amendments approved 22.10.2019

Schedule 1 - Introduction

1. NAME

The name of the Association is “Student Association of the Nelson-Marlborough Institute of Technology (SANITI) Incorporated”. The association will be known by its brand name of “SANITI”.

2. ADDRESS

The registered office of SANITI shall be situated at the address of Nelson Marlborough Institute of Technology (NMIT/Te Pūkenga) or such other place as may be decided by SANITI’s Executive.

3. PURPOSE

3.1 SANITI’s primary purpose is to provide support, advocacy, employment services, events, representation, support and other services to all students at the Nelson- Marlborough Institute of Technology/Te Pūkenga.

3.2 SANITI is committed to pursuing the following objectives:

- (a) To provide an effective voice for student concerns both within and outside NMIT/Te Pūkenga.
- (b) To assist students to maintain adequate welfare, income and employment support.
- (c) To monitor and support the provision of quality amenities and student services for students.
- (d) To provide and/or promote participation in activities which will foster the social, sporting and recreational life of members of SANITI.
- (e) To encourage individuals and groups outside NMIT/Te Pūkenga to support the social, academic and cultural needs of students.
- (f) To monitor and support the maintenance of a high standard of academic course delivery to students.
- (g) To act consistently with the principles of the Treaty of Waitangi.

3.3 To keep membership levies to a minimum by cost effective management and by seeking alternative funding

3.4 To budget for prudent reserves to ensure prudent financial management

4. POWERS OF THE ASSOCIATION

SANITI shall have, where relevant, the following powers:

4.1 To purchase, take on, lease, exchange or otherwise acquire any land, buildings, easements, licenses or any real or personal property which may be required or conveniently used in connection with any objectives of SANITI and to sell, convey, transfer, assign, grant easements, hire or otherwise dispose of the same.

4.2 To construct, build, alter, improve, enlarge, pull down, remove or replace any buildings or other improvements, which may be in, upon or about any of the real or leasehold property of SANITI.

4.3 To invest and manage funds of SANITI that are not immediately required as may be determined from time to time.

4.4 To publish books, bulletins, papers and other printed matter of interest to the members SANITI.

- 4.5 To engage in, prosecute, defend and otherwise undertake any legal action or legal proceedings on behalf of SANITI or members of SANITI and for that purpose to expend such sums, employ solicitors, counsel and other advisers.
- 4.6 To enter into, seal, execute and perform deeds, documents, instruments, contracts, agreements, papers and writings that are in the best interests of SANITI.
- 4.7 To have the freedom to join with any other, association, or corporation for the accomplishment of any of the objects that the Executive sees fit at that time.
- 4.8 To employ staff, and to obtain and pay for professional advice and services.
- 4.9 To arrange for, hold and conduct sporting, recreational and social functions or events.

5. MEMBERSHIP

5.1 Ordinary Members.

- (a) All ordinary members of SANITI may exercise the privileges and rights of membership upon payment of the Levy (if any).
- (b) There is no requirement for any student at Nelson Marlborough Institute of Technology/ Te Pūkenga (NMIT/Te Pūkenga) to be a member.
- (c) A member may withdraw its membership at any time by giving written notice to the SANITI via the President.
- (d) SANITI will not at any time exercise undue influence in encouraging students at NMIT/Te Pūkenga to remain members.

5.2 Life Members

A person may be awarded life membership by the members at a General Meeting of the students. Life members shall not be voting members of the Association.

5.3 Membership shall cease in the following circumstances:

- (a) When a members' subscription expires, or
- (b) When a member withdraws by giving written notice to the President to that effect; or
- (c) By expulsion if such member has wilfully disobeyed any of the rules of SANITI or some unconscionable action which is decided at a General Meeting of students is prejudicial to the interests of SANITI. The vote to expel a member must be carried by a two thirds majority vote, after giving the member the opportunity to be heard.

5.4 Consent and Membership Register:

- (a) No person is a member of the Association unless they have provided written or electronic consent to become a member.
- (b) The Association must keep an up-to-date register of members containing each member's full name, last known contact details, and any other information required by the Act.
- (c) A member may at any time give written notice of resignation to the Association and will be removed from the register as soon as practicable.
- (d) The Contact Person must ensure the register is available for inspection by members in accordance with the Act.

6. CONSTITUTIONAL AMENDMENTS and ALTERATIONS

- 6.1 These rules may be altered, added to, rescinded or otherwise amended by a resolution passed by a two-thirds majority of those at a quorate General Meeting of which ten working days' notice has been given.
- 6.2 Every such notice shall state the purpose of the proposed alteration, addition, rescission or amendment.
- 6.3 Duplicate copies of every such alteration, addition rescission or other amendment shall forthwith be delivered to the Registrar of Incorporated Societies in accordance with the requirements of the Act.

- 6.4 Such alteration, rescission or amendment shall take effect once it is registered under the Act with the Registrar of Incorporated Societies.
- 6.5 No amendment shall be permitted which would in any way alter the charitable nature of SANITI.
- 6.6 No addition to or alteration of the charitable mission and objectives (section 3), the winding up section (section 23) or the personal benefit section (section 24) shall be approved as set out in subsection 6.1 without the Inland Revenue Department's approval. This clause shall not be removed from the Constitution and shall be included and implied into any amendment of the Constitution.

7. ASSOCIATION ACCOUNTABILITY

- 7.1 SANITI will ensure that its current Constitution and Annual Audited Accounts publicly available through the charities register.
- 7.2 If twenty (20) fully financial members of SANITI sign a petition asking for an external audit, the President and/or Executive must submit that request to SANITI's Auditor for investigation within two (2) days of the petition being presented to SANITI office.
- (a) SANITI's Auditor will notify the President/Executive Committee of a list of records, documents and or other information that is required. These will be provided to SANITI's Auditor within five (5) working days.
 - (b) SANITI's Auditor will investigate the substance of the complaint. SANITI's Auditor is free to look at all records and discuss these with all parties. All SANITI members and staff will openly assist the investigation. SANITI's Auditor will treat all information with discretion. Any illegal activities will be notified to the police and NMIT/Te Pūkenga immediately.
 - (c) SANITI's Auditor will prepare a report and present the investigation findings to the NMIT/Te Pūkenga and SANITI Special General Meeting within four (4) weeks of receiving the complaint unless legal responsibilities or other circumstances dictate otherwise. The members of SANITI at a General Meeting can then choose its next course of action.
 - (d) SANITI will be liable for any and all reasonable costs associated with investigating the complaint.

8. ASSOCIATION PRESIDENT

The president's primary responsibility is to represent and promote the academic, cultural, social and welfare needs of NMIT/Te Pūkenga students. The president's key tasks include:

- 8.1 To chair all meetings of the Executive and General Meetings and to ensure that papers and agendas are distributed in a timely manner beforehand to support clear, open, responsible and accountable meeting process and decision making.
- 8.2 The president, in consultation with the General Manager, is responsible for negotiating the annual Service Level Agreement with NMIT/Te Pūkenga and for reporting on its implementation.
- 8.3 The ultimate responsibility for ensuring that SANITI's Strategic Plan is planned, effectively, efficiently and expeditiously implemented, reviewed and reported on a regular basis, with the assistance of the General Manager of SANITI.
- 8.4 To be the official spokesperson on behalf of SANITI, ensuring that any statements align with SANITI's policies.
- 8.5 Responsible for negotiating and managing the General Manager's employment.
- 8.6 Responsible for ensuring that the General Managers employment contract is current and is commensurate with SANITI's policies.
- 8.7 Undertake all lawful directives and perform all lawful duties as may be agreed to at a General Meeting, Executive or that are included in this Constitution.

- 8.8 To be the Student Representative within NMIT/Te Pūkenga. Learner Voice Network.
- 8.9 Together with the General Manager ensuring that all of the Association's policies are in place and are current.
- 8.10 Ensuring that a hand over process between the President and the President-appointed is observed and ensuring the hand over process will include;
- (a) the introduction of the appointee to appropriate people within NMIT/Te Pūkenga, SANITI, and the local community and an introduction to Association's systems and,
 - (b) a handover manual, updated each term with the assistance and input of the General Manager

9. VICE PRESIDENT

The Vice-President shall:

- 9.1 Perform the duties of the President in their absence or inability to act, or at such other times as requested by the President.
- 9.2 Assist with the preparation of the Association's Budget.
- 9.3 Assist the President to develop a motivated and functional Executive.
- 9.4 From time to time, undertake other responsibilities, as agreed to with the President.
- 9.5 In the event of the President's office becoming vacant before the Second General Meeting, the Vice-President shall become acting President until the next General Meeting.
- 9.6 In the event of the President's office becoming vacant after the Second General Meeting, the President-appointed shall become President.

10. EXECUTIVE COMMITTEE

The Executive is responsible for governing SANITI in a proactive and responsible manner.

- 10.1 The Executive committee shall include the President, the Vice President, and up to eight (8) other elected executive members. The Executive committee is to be representative of the composition of the NMIT/Te Pūkenga student body. Accordingly, at any time there is to be no more than two (2) members of the Executive committee who are enrolled through another educational provider, notwithstanding that they are studying with NMIT/Te Pūkenga.
- 10.2 When there are vacancies the Executive may co-opt students to become executive members to maintain a balanced representation. Such an appointment will require a two-thirds majority vote by Executive.
- 10.3 The Executive shall present a Strategic Plan and a Budget at the Second General Meeting for approval. This is to be developed and discussed by the Executive with the assistance of the General Manager and the objectives within it are to be based on the objectives of the SANITI.
- 10.4 The Executive, once the Strategic Plan and the Budget are accepted, shall work to ensure that the Plan's objectives are achieved.
- 10.5 The Executive has the ultimate responsibility for ensuring that the Service Level Agreement with NMIT/Te Pūkenga is implemented and that the agreed outcomes are achieved.
- 10.6 The Executive shall liaise with NMIT/Te Pūkenga and other bodies on all matters that it feels appropriate in furthering the objectives of the SANITI.
- 10.7 If the Executive becomes aware of concerns about the performance of the President it will initiate a performance appraisal which will be conducted by a suitably qualified external agency in conjunction with the Executive.

- 10.8 The Executive shall consist of elected members who hold office until the next applicable election and shall be eligible for re-election. Paid employee of SANITI must take unpaid leave if they are eligible and wish to stand for the Executive. If elected, they must immediately resign from their position.
- 10.9 Quorum for Executive Meetings is five (5).
- 10.10 Executive Meetings will be held every month during the Academic Term and at other times as decided by the Executive or President.
- 10.11 Members of the Executive may be granted honoraria for their involvement (including their attendance at meetings). Payment of all honoraria will be entirely dependent on the financial ability of SANITI and will be set annually. The honoraria shall be paid in two instalments, at academic mid and year end.
- 10.12 A member of the Executive shall cease to be such in the following circumstances:
- (a) By resignation in writing given to the President.
 - (b) If that member is absent from three (3) consecutive meetings, without being granted leave prior to being absent by the Executive.
 - (c) By expulsion if such member has wilfully disobeyed any of the rules of SANITI or some unconscionable action which is decided at an Executive meeting. The vote to expel a member must be carried by a two thirds majority vote, after giving the member the opportunity to be heard.
- 10.13 Officers of the Association:
- (a) The Officers are all members of the Executive Committee and any person who occupies a position allowing them to exercise significant influence over the management or administration of the Association (including the President and General Manager).
 - (b) Every Officer must:
 - i. act in good faith and in the best interests of the Association,
 - ii. exercise the care and diligence that a reasonable person would in the same circumstances,
 - iii. ensure that the Association complies with the Act and this Constitution, and
 - iv. Disclose any material personal interest in matters being considered by the Executive, and the disclosure must be recorded in the interests register. A conflicted Officer must not vote or take part in any decision on that matter
 - (c) A person is disqualified from being an Officer if they are disqualified under section 47 of the Incorporated Societies Act 2022 or section 16 of the Charities Act 2005.
 - (d) The Association must notify the Registrar of any change in its Officers as required by the
- 10.14 Contact Person:
- (a) The Executive will appoint at least one Contact Person who is at least 18 years old and ordinarily resident in New Zealand.
 - (b) The Contact Person will:
 - i. be the person whom the Registrar can contact when needed,
 - ii. maintain the register of members,
 - iii. maintain a register of interests for Officers, and
 - iv. carry out any other duties required by the Act.
 - (c) Any vacancy in the role must be filled within 20 working days and notified to the Registrar in accordance with the Act.
- 10.15 Standing bodies:
The Executive must ensure that the following special committees are in place:
- (a) the Advisory Board
- 10.16 Role of the Advisory Board:
The role of the Advisory Board is to advise the Executive on all SANITI activities. The Executive must take into account the advice and recommendations of the Advisory Board but is not bound by it.

11. EMPLOYMENT BOUNDARIES

- 11.1 A President or Executive Committee Member will not be employed as the General Manager for a minimum of one year after his or her term has ended.
- 11.2 The President may normally hold office for a maximum of two years with and additional one year if requested by the Executive and General Manager.
- 11.3 An appointment process will be held prior to the Second General Meeting as appropriate.
- 11.4 The President shall be appointed and the Vice President elected in the year proceeding that in which they will hold office, subject to clause 9.2 of Schedule 2 to this Constitution.
- 11.5 The President and General Manager will be paid positions.

12. ANNUAL GENERAL MEETING

- 12.1 The Annual General Meeting shall be held before the last day of April each year.
- 12.2 The agenda items of the Annual General Meeting shall be in order: Welcome, Present, Apologies, The Minutes of the Previous AGM, Matters Arising, The Audited Accounts, The President's Report, Appointment of an Auditor, disclosure of interests, the election of the incoming Executive Committee and the general business. The audited accounts are to include a balance sheet and statement of income and expenditure for the preceding year and are to be audited by a qualified auditor who is a member of the New Zealand Institute of Chartered Accountants. To appoint an auditor for the ensuing year
- 12.3 Copies of the Annual General Meeting minutes shall be held at each Association office and be available if requested by a financial member of SANITI. Copies will be posted electronically and on the SANITI notice board.
- 12.4 Public notice of the AGM, its venue and agenda and motions shall be made 21 days prior to the meeting date electronically and on all notice boards on campus and in the local paper.
- 12.5 The Annual General Meeting shall have a quorum of twenty (20) financial members.
- 12.6 Resolutions in Lieu of a General Meeting: written resolutions may not be passed in lieu of a General Meeting.

13. SECOND GENERAL MEETING

- 13.1 The Second General Meeting shall be held prior to the thirty-first day of October each year, at such time and place, as the Executive shall determine.
- 13.2 As applicable to the AGM, the rules 12.2 to 12.4 apply for the Second General Meeting also.
- 13.3 The following specific matters shall be dealt with at the Second General Meeting:
 - (a) A report by the President.
 - (b) Presentation of the Association Budget as recommended by the Executive for the next financial year.
 - (c) Announcement of the appointment of the President.
 - (d) Presentation of the proposed Strategic Plan for the next financial year.

14. SPECIAL GENERAL MEETING

- 14.1 A Special General Meeting shall be called at any time for any purpose not inconsistent with these rules by:
 - (a) A resolution of the Executive; or
 - (b) Delivery to the President of a requisition in writing of any twenty (20) members stating the purpose for which the meeting is required. In this case the Executive must, no later than ten business days after receipt of the request, set a date for a Special General Meeting to be held ten business days later.
 - (c) A notice(s) of motion must be advised at the time of the resolution/request.
 - (d) Further notices of motion will be accepted up to five (5) business days before the meeting.

- 14.2 The President shall give notice of a meeting in accordance with this Constitution.
- 14.3 The Special General Meeting shall have a quorum of twenty (20) financial members.
- 14.4 Notice of the Special General Meeting shall be posted in the way described for the AGM.
- 14.5 Copies of the Special General Meeting minutes shall be available if requested by a financial member of SANITI. Copies will be made available electronically and posted on the SANITI notice board.

15. NOTICE OF BUSINESS

- 15.1 Ten (10) clear business days before any General Meeting, a notice of the date and time thereof and of the business to be transacted at the meeting shall be given in accordance with these rules and no business other than that of which notice has been so given shall be brought forward at such meeting. Further notices of motion will be accepted up to five (5) business days before the meeting. Clear notification of general meetings will include an electronic notice, postings on all the NMIT/Te Pūkenga campuses notice boards and placing a public notice in the local paper.
- 15.2 Copies of the Annual Accounts, Reports, Motions and other matters to be dealt with at any General Meeting of the Association shall be available electronically and from the Association's office ten (10) days prior to such meeting.

16. AVAILABILITY OF DOCUMENTS

- 16.1 All information should be available to financial members of SANITI in accordance with the Act unless legal or financial reasons prohibit this course of action. The following information should be freely available to financial members for perusal.
- (a) The Student Association Nelson-Marlborough Institute of Technology Incorporated (SANITI) Constitution.
 - (b) Minutes from Student Association Nelson-Marlborough Institute of Technology Incorporated (SANITI) AGM and SGM meetings.
 - (c) Minutes from Student Association Nelson-Marlborough Institute of Technology Incorporated (SANITI) Executive committee meetings.
 - (d) Student Association Nelson-Marlborough Institute Of Technology Incorporated (SANITI) annual reports.
 - (e) Student Association Nelson - Marlborough Institute of Technology Incorporated (SANITI) strategic plan
 - (f) Student Association Nelson - Marlborough Institute of Technology Incorporated (SANITI) budget and annual financial reports.

17. PROCEDURE AT GENERAL AND EXECUTIVE MEETINGS

- 17.1 Chairperson
In the event of the President not being present at the scheduled start of the meeting the Vice-President shall take the Chair. If both the President and Vice-President are absent the meeting shall elect a Chairperson from among their number.
- 17.2 Voting
- (a) Every member shall, if present at any Meeting, be entitled to one vote upon every motion.
 - (b) Executive members may vote on motions by proxy for Executive meetings only.
 - (c) No proxy voting shall be allowed at General Meetings.
 - (d) The Chair shall have a deliberative vote.
 - (e) In the event of a voting tie, the Chairperson shall have a casting vote.
- 17.3 Minutes
The General Manager shall be responsible for taking the minutes of all Executive and General Meetings and these shall be available electronically and displayed on the official notice board of SANITI once they are processed. It is expected that these minutes will be processed as soon as is practical. If the General Manager is unavailable, the Chairperson will appoint a replacement minute taker.

- 17.4 Complaints and Dispute Resolution
- (a) Any dispute between members, Officers or the Association that is not resolved informally will be dealt with under this clause.
 - (b) A written complaint may be lodged with the President or Contact Person.
 - (c) The Executive must first attempt to resolve the matter by discussion or mediation.
 - (d) If not resolved, the dispute may be referred to an independent mediator or arbitrator appointed by agreement or, failing agreement, by the President of the New Zealand Law Society.
 - (e) The decision of the arbitrator (or a resolution reached in mediation) is final and binding on all members and Officers of the Association.

18. THE GENERAL MANAGER

- 18.1 The General Manager will be appointed by the Executive Committee who will involve an external agency in the appointment process
- 18.2 The General Manager reports and is accountable to the executive.
- 18.3 The primary responsibilities of the Manager are to manage the Association's operational tasks and to support the Executive with the implementation and the management and of SANITI's goals and objectives.
- 18.4 The General Manager's key tasks include:
- (a) To have a working knowledge of SANITI's Constitution and relevant NZ Legislation to advise the President and Executive in decision making.
 - (b) The General Manager has speaking rights at meetings and shall not seek to influence decisions but give as much information on all sides of an argument to allow informed decisions.
 - (c) The General Manager has the delegated responsibility for.
 - i. appointing staff, negotiating and updating their employment contracts to remain current and,
 - ii. coordinate and manage Association staff work and,
 - iii. obtain legal advice pertaining to Association matters
 - (d) The general administration of SANITI, Health and Safety, and Association procedures.
 - (e) Producing the annual budget alongside the President and the Vice President for the following year
 - (f) Assisting with the criteria for awarding honoraria to Executive members.
 - (g) Ensuring the Association is compliant in respect of all relevant regulatory obligations and Acts.

19. COMMON SEAL

- 19.1 There shall be a Common Seal of the Association which shall contain the words "The **STUDENT ASSOCIATION OF THE NELSON-MARLBOROUGH INSTITUTE of TECHNOLOGY Incorporated (SANITI)**".
- 19.2 The President & General Manager shall be responsible for its safe custody and control.
- 19.3 The Common Seal of the Association shall only be affixed to any deed, document, writing or other instrument pursuant to a specific resolution of the Executive or of the Association in General Meeting. The President, Vice President and General Manager thereby authorised shall sign the document to which the seal is so affixed together.

20. CONTROL AND USE OF FUNDS

- 20.1 All expenditure must be authorised by inclusion in the Budget, (approved at the Second General Meeting). Any expenditure above that approved in the Budget may occur upon an Executive resolution to that effect, passed by a two-thirds majority, if the variation is less than \$1,000. Any larger variation must be approved by a Special General Meeting.

- 20.2 Any expenditure within budgetary limits must be authorised separately by the Executive. Authority may be delegated by the Executive to the President and General Manager of SANITI to incur expenditure up to \$1,000 within normal budgetary allocations. This delegated authority is for the sole ability to purchase office products, small items that are essential for SANITI's operation and to obtain emergency advocacy and other operational student services. This condition does not apply to funding approved in the Annual Budget for the delivery of the Service Level Agreement.
- 20.3 Any expenses incurred by staff or members of the Executive while upon SANITI business shall be refunded only if the expenditure is consistent with the relevant policy and GST receipts are provided.
- 20.4 Any honoraria for office holders may not be varied from that approved in the budget by a General Meeting, unless a subsequent General Meeting so decides.
- 20.5 All monies received by or on behalf of SANITI shall forthwith be paid to the credit of the Association in an account with a bank that shall from time to time be fixed by the Executive and the Auditor.
- 20.6 SANITI will operate an internet banking system. There will be a maximum of four people authorised to operate the system, three of who must include the President, the Vice President, and General Manager. At least two of these officials must authorise any payments. All authorisations must include at least one member of the Executive and one staff member. The Association's Accountant will also be authorised to approve payments. Prior to any payments being authorised the authorising representatives must sight the relevant invoice.
- 20.7 The General Manager shall provide a monthly financial report to the Executive detailing bank balances, projected income & outgoings for the current financial year, the transactions for the month, any debtors and creditors for SANITI, variations against the budget and monies available, together with any additional information requested from time to time.
- 20.8 Borrowing money is not a recommended action for SANITI. However, any monies borrowed must first be approved by the members and Auditor at a General Meeting during which a full and detailed business case is presented and discussed. The General Meeting must also be fully apprised of all relevant financial details including the length of loan term, interest monies payable, method of repayment, the sustainability of the loan, full risk analysis, financial penalties, early repayment options and obligations.
- 20.9 An Association Credit card will be managed by the Association's President and General Manager for the sole purpose of making approved payments. The use of the card must observe the regulations that are specified in the "Use of the Association Credit Card Policy".
- 20.10 No benefit or advantage, whether or not convertible into money or any income of any kind shall be afforded to, received, gained, achieved or derived by any association Executive or staff member. Nothing express or implied in this Constitution shall permit the activities of SANITI to be carried out for the private pecuniary profit of an individual.
- 20.11 Policies for managing SANITI's finances will be approved by the Executive and Auditor. The policies will be consistent with this Constitution.

21. AUDIT OF ACCOUNTS

- 21.1 The accounts of SANITI shall be, as soon as practical after the end of the financial year, audited by a member of the New Zealand Society of Accountants who shall be appointed at each Annual General Meeting. The accountant concerned must have prior audit experience and shall not be an Executive member or employee of SANITI.
- 21.2 All Executive members should declare any personal or business relationships with the auditor before the vote is taken. This does not automatically preclude accountants who have any sort of relationship with an Executive member from being the accountant. The best person should be given the job and if all interests are declared openly then the General Meeting can decide objectively. The accountant concerned should be made aware of this clause before a quote is obtained.

21.3 The Association shall afford the auditor access to the Constitution, all books, documents, bank statements, signed minutes and papers and shall to the best of their ability, assist the auditor in the performance of their duties.

21.4 “A copy of the audited accounts must be sent to the Registrar of Incorporated Societies, Charities Register and NMIT/Te Pūkenga.”

22. WINDING UP

22.1 SANITI shall be wound if at any Special General Meeting called for that purpose a resolution to that effect is carried by a two thirds majority of those present and entitled to vote.

22.2 Such winding up shall not take effect unless at a subsequent Special General Meeting called for that purpose (such meeting to be held not earlier than thirty (30) days after the meeting declaring such winding up) such winding up is confirmed by a resolution to that effect carried by a two thirds majority of those members present and voting.

23 PERSONAL BENEFIT

23.1 No member of SANITI or any person associated with a member shall participate or materially influence any decision made by SANITI in respect of the payment to or on behalf of that member or associated person of any income, benefit or advantage whatsoever.

23.2 Any such income shall be reasonable and relative to that which would be paid in an arm’s length transaction (being the open market value).

24 DISPOSITION OF SURPLUS ASSETS

24.1 If the Association is wound up, any surplus assets must be given to another organisation that is charitable under New Zealand law and has purposes similar to those of the Association.

25. INTERPRETATION

25.1 Substantial compliance with this Constitution as to form, time, number or as to any other matter shall in all cases be good and sufficient and no regulation, resolution, decision, election, appointment, notice or other matter or thing shall be invalidated by reason only of a failure to comply exactly with these rules.

25.2 The Executive shall have power to interpret the Constitution and its decisions shall be binding on all members of SANITI, provided that on any question of interpretation, and notwithstanding anything in this Constitution, a person or group aggrieved by such an interpretation may appeal to the Solicitor of the Association, whose decision shall be final and binding on all members. The cost of any appeal to the Association Solicitor shall be borne by SANITI except where such an appeal is ruled vexatious by a General Meeting of the Association, when the cost shall be borne by the appellants.

26. POLICY

26.1 The Executive is responsible for ensuring that appropriate policies are approved, adopted and observed regarding all Association matters.

26.2 Any policies created or amendments made must be in writing and signed by the executive or delegated authority subject to clause 20.12 in the Control and Use of funds section.

26.3 Policies may be created, amended or repealed by a two thirds majority at an Executive meeting.

26.4 Policies must not be incompatible or contradictory of the Constitution.

26.5 Policies must be publicly available.

27. DEFINITIONS

27.1 In these Rules unless the context otherwise requires:

"Act" means the Incorporated Societies Act 2022.

"Subscription or Levy" means the subscription payable by members from time to time under Rule 5.

"Association" or "Student Association of the Nelson-Marlborough Institute of Technology" or "SANITI" means the **Student Association Nelson-Marlborough Institute of Technology Incorporated (SANITI)** formed by these rules in March 2002.

"Executive" means the Executive Committee established pursuant to Section 10.

"Institution and/or NMIT/Te Pūkenga" means the Nelson Marlborough Institute of Technology/Te Pūkenga (NMIT/Te Pūkenga), a body corporate under the Education and Training Act 2020.

"Rules" means these rules or any other rules of SANITI for the time being in force.

"President" means the Student Association Nelson-Marlborough Institute of Technology Incorporated President

"VP" means the Vice President

"Exec" means the Executive Committee

"General Manager" means the paid employee of SANITI who is responsible for and undertakes general day-to-day operations, administrative, and financial tasks for SANITI.

"Official Notice board" means the notice boards so designated by the Executive at the time as the official notice boards next to the SANITI offices.

"Financial Year" means the calendar year commencing on the first day of January of any given year and terminating on the 31st day of December of any such year.

"Disinterested persons" shall be defined as a person that has knowledge of the Student Association Nelson-Marlborough Institute of Technology Incorporated (SANITI) and/or the NMIT/Te Pūkenga but has no vested/pecuniary interest in any particular individual, faction, faculty or body gaining representation by election.

"Absolute Majority" means a majority of the votes exercisable in respect of a motion or amendment.

"Motion" means a proposition beginning with the word "that", which has been either moved or seconded by members entitled to do so or moved by the Chairperson; and "amendment" has a corresponding meaning.

"Resolution" means a motion carried by or agreed to at the meeting by the required majority.

"Foreshadowed Motion" means a motion of which notice has been given before or during a debate on another motion, and which is contrary to the intention of the original motion. If the original motion is carried, the foreshadowed motion lapses; but if the original motion is lost, the foreshadowed motion is dealt with as the next business, provided that (except were moved by the Chairperson) it is seconded before being placed before the meeting. A foreshadowed amendment has a corresponding meaning.

"Meeting" means, as the case may require, an Executive meeting or General Meeting of Student Association Nelson-Marlborough Institute of Technology Incorporated (SANITI) or a meeting of any other body using these Standing Orders.

“Member” or “member” means any person recorded as a member of SANITI in SANITI’s register of members

“Officer” means any person who holds a position in the Association which allows them to exercise significant influence over the management or administration of the society and includes the General Manager

“Simple majority” means a majority of votes exercised in respect of a motion or amendment.

“Votes Exercisable” means the total possible number of votes that could be cast in respect of a motion or amendment if all voting members were present at the meeting and voting.

“Votes Exercised” means the total number of votes that are cast either for or against a motion or amendment.

“The Budget” means a financial report setting out the following budget expenditure.

“Strategic Plan” means the plan agreed to by students each year for SANITI’s future.

“Annual Report” means the report on the Student Association activities to the Annual General Meeting detailing the success or otherwise of the previous year’s programmes and activities. The annual report includes the President’s Report and the Audited Accounts.

“Service Level Agreement” means the agreement between NMIT/Te Pūkenga and SANITI for the provision of agreed services.

“Contact Person” means the person appointed under clause 10.14

SCHEDULE 2 - STANDING ORDERS AND POLICIES

1. THE CHAIRPERSON

- 1.1 The chairperson controls the meeting in an orderly manner. The chairperson is responsible for keeping the meeting focused on the business at hand within the rules of the constitution. The Chairperson is allowed to deliver facts, reiterate positions, make explanations, call for motions and ask questions. The Chairperson is the arbiter of all discussion.
- 1.2 At any time during the meeting, any member of the Executive may, at the request of the Chairperson or Acting Chairperson for the time being, take the Chair temporarily as Acting Chairperson, or the meeting may appoint some person to take the Chair temporarily as Acting Chairperson.
- 1.3 Should the Chairperson decide to take part in the debate, other than to make an explanation as to the matter under debate, he or she shall vacate the Chair in favour of an Acting Chairperson until the matter under debate has been disposed of.

2. GENERAL CONDUCT OF BUSINESS

- 2.1 Subject to Standing Orders 6.3 and 8 the Chair shall be heard without interruption.
- 2.2 Every member desiring to speak shall address himself or herself to the Chairperson.
- 2.3 When two or more members desire to speak, the Chairperson shall call upon the member who in the Chairperson's opinion first indicated a desire to speak.
- 2.4 The Chairperson shall have discretion to allow no speaker to speak to any motion more than once (i.e. to apply strict order), provided that:
 - (a) The mover of any substantive motion or amendment thereof (but not of any procedural motion or amendment thereto) may speak not only upon moving such motion or amendment but also by way of right of reply after the conclusion of the debate and before the motion or amendment is put to the vote; and
 - (b) The person who seconds of any substantive motion or amendment thereto may after formally seconding such a motion or amendment reserve the right to speak to the motion.
 - (c) Any member may at any time raise a point of order (Standing Order 8); and
 - (d) The Chairperson may permit any member to raise a point of personal explanation (Standing Order 9) or a point of information (Standing Order 10) or ask a question of another member (Standing Order 11).
- 2.5 The Chairperson may by a ruling set a time limit on speakers, either generally or on the speakers to any particular motion or amendment.

3. MOTIONS

- 3.1 Except when moved by the Chairperson, all motions, whether substantive or procedural, shall be seconded. Any motion not seconded may not be debated but shall be dropped forthwith, provided that a foreshadowed motion need not be seconded until immediately before it is placed before the meeting by the Chairperson, and provided further that debate (but no vote) may proceed on a motion seconded *pro forma*.
- 3.2 When a motion has been moved and seconded, and accepted by the Chairperson, the Chairperson shall place it before the meeting.
- 3.3 After a motion has been placed by the Chairperson, it shall be deemed to be in the possession of the meeting and may not be withdrawn without leave of the meeting. "Leave" or "leave of the meeting" means leave granted without dissent from any member of the meeting who has voting rights.
- 3.4 A motion that has been withdrawn by leave of the meeting may not be moved again during the same meeting.
- 3.5 Except where otherwise provided for, a simple majority shall be sufficient to resolve a motion in the affirmative.

- 3.6 Except for a procedural motion, as subject to Standing Order 6.7, no motion may be accepted by the Chairperson, which is the same in substance as any motion that, during the same meeting, has been resolved in the affirmative or negative.
- 3.7 A procedural motion that has been resolved by the meeting may be rescinded or recommitted by a majority vote of the meeting. Unless otherwise provided for “majority” means simple majority.
- 4. AMENDMENTS**
- 4.1 Standing Orders 3.1 to 3.7 shall apply also to amendments.
- 4.2 When a motion has been moved and seconded, and has been accepted by the Chairperson, an amendment may be moved and seconded by members other than the mover and seconder of the original motion.
- 4.3 No amendment may be accepted by the Chairperson, which is contrary to the intentions of (i.e. directly or substantially negates) the original motion.
- 4.4 With the exception of a foreshadowed amendment, no further amendment may be accepted by the Chairperson until the first amendment has been disposed of.
- 4.5 If an amendment is carried it shall become and shall be stated from the Chairperson as part of the original motion.
- 5. VOTING**
- 5.1 Voting on a motion at a General Meeting or an Executive meeting shall be by voices; providing that if a decision is requested by a member at a meeting, the voting shall be by show of voting cards, and further provided that should the meeting so desire, the voting shall be by secret ballot.
- 6. PROCEDURAL (FORMAL) MOTIONS**
- 6.1 The business of the meeting generally or the debate on a particular motion may be interrupted due to a procedural (formal) motion being moved.
- 6.2 The following rules apply to procedural motions:
- (a) Except when moved by the Chairperson, a procedural motion must be seconded.
 - (b) A procedural motion may not be moved while another member is speaking, except:
 - (c) In accordance with Standing Order 6.3(a): or
 - (d) In accordance with Standing Order 6.8
 - (e) A procedural motion may be debated, subject always to the Chairperson’s power to apply strict orders understanding Standing Order 3.4, and to make a ruling setting time limits on speakers under Standing Order 3.5, except that:
 - (f) The motions in Standing Order 3.6(a) and Standing Order 6.4 shall not be debated.
 - (g) The motion in Standing Order 6.8 shall not be debated.
 - (h) The mover of a procedural motion has no right of reply.
 - (i) In the case of a closure motion (see closure motions 6.3(a) – 6.6 in Standing Order 6.3 to 6.6).
 - (j) The Chairperson has discretion whether to accept it or not; and
 - (k) It may not be moved or seconded by the mover or seconder of any motion or amendment to which it is applied, nor, when it is an amendment, may it be moved or seconded by the mover or seconder of the original motion.
- 6.3 Further to Standing Order 6.2, the following rules apply to the closure motions stated:
“That the motion (or amendment) be now put”
(Note: this is the motion most commonly referred to as “the closure motion”.)
- (a) The motion may be moved while another member is speaking.
 - (b) A member making a speech may not conclude the speech by moving the motion.
 - (c) It may not be debated or amended, provided that the mover of the substantive motion or amendment to which it is applied may exercise a right of reply.

- (d) If it is carried, the motion or amendment shall be put immediately.
 - (e) If it is carried on an amendment, debate on the original motion shall resume.
- 6.4 **“That the meeting proceeds to the next business.”**
- (a) The motion may not be moved while another member is speaking.
 - (b) A member making a speech may not conclude the speech by moving the motion.
 - (c) It may not be debated or amended.
 - (d) If carried on a motion, it terminates debate on the motion for that meeting.
 - (e) If carried on an amendment, debate on the original motion shall resume.
- 6.5 **“That the motion (or amendment) lie on the table.”**
- (a) The motion may not be moved while another member is speaking.
 - (b) It may be debated and previous speakers to the motion or amendment may speak to it, but there shall be no right of reply.
 - (c) It may specify a time; date and place at which the motion or amendment to which it is applied shall be taken up.
 - (d) If it is carried on an amendment, the original motion shall also lie upon the table.
 - (e) If it is carried, there shall be a subsequent motion either at the same or a later meeting to take the motion (and any amendment thereto) from the table.
- 6.6 **“That the meeting be adjourned.”**
- (a) The motion may not be moved while another member is speaking.
 - (b) It may be debated and previous speakers to any motion or amendment then before the meeting may speak to it, but there shall be no right of reply.
 - (c) Adjournment may be indefinitely or to a definite time, date and place.
 - (d) It may be amended only as to the time, date and place of the adjourned meeting.
 - (e) If it is carried, the meeting shall be adjourned immediately.
 - (f) The closure motion known as “the previous question” (i.e. “That the motion be now not put”) may not be moved.
- 6.7 Further to Standing Order 6.2, the following rules apply to the motion:
“That the speaker be no longer heard.”
- (a) The motion may be moved while the member is speaking.
 - (b) It may not be moved or seconded by the mover or seconder of any motion or amendment then being debated; nor, when an amendment is being debated, may it be moved or seconded by the mover or seconder of the original motion.
 - (c) The Chairperson has discretion whether to accept it or not.
 - (d) It may not be debated or amended.
 - (e) If it is carried, the motion or amendment shall be put immediately.
 - (f) If it is carried on an amendment, the speaker shall be determined to have completed his or her speech.
- 6.8 Further to Standing Order 6.2, the following rules apply to the motion:
“That the chairperson's ruling be disagreed with.”
- (a) This motion may not be moved except immediately after the Chairperson has given the ruling (i.e. on a point of order).
 - (b) The Chairperson shall, immediately the motion has been seconded, vacate the Chair in favour of an Acting Chairperson.
 - (c) The mover and seconder only of the motion may speak to it and the Chairperson may reply.
 - (d) After the Chairperson has spoken, the motion shall be put to the vote without further debate, in the following form: “That the Chairperson’s ruling be upheld”.
 - (e) If the motion to uphold the Chairperson’s ruling is lost, the Chairperson shall upon resuming the Chair give a different ruling in respect of the subject matter of the original ruling.
- 6.9 Procedural motions include motions to grant speaking rights, resolve into and out of Committee (Standing Order 7), and suspend Standing Orders (Standing Order 12) and the general rules outlined in Standing Order 6.2 apply accordingly.

- 6.10 In the case where there is doubt as to whether or not a motion is primarily of a substantive or procedural nature, the Chairperson shall determine the nature by a ruling, subject to the right of the meeting to disagree with the ruling.

7. COMMITTEE OF THE WHOLE

- 7.1 At any time the meeting may resolve itself into a Committee of the Whole, and may exclude from the proceedings of the Committee any person who does not have voting the meeting in Committee shall, after resolving itself out of Committee, report to the open meeting, which shall forthwith adopt or reject such report. The proceedings of the Committee of the Whole shall not be reported or recorded.
- 7.2 Such action should always be taken when staffing matters are being discussed and at other times at the discretion of the meeting.

8. POINT OF ORDER

- 8.1 At any time, any member may address the Chairperson on a point of order (i.e. breach of Constitution or Standing Orders, or irrelevance on the part of a speaker) but must immediately state he or she is raising a point of order and must confine his or her observations to the point of order raised.
- 8.2 A point of order should be raised immediately the breach of order occurs.
- 8.3 A member called to order should be given the opportunity to explain and the Chairperson may allow others to speak briefly, but new matter must not be debated.
- 8.4 The Chairperson's ruling on a point of order is final (and may not be discussed) unless a motion to disagree with the ruling is moved and seconded.

9. POINTS OF PERSONAL EXPLANATION

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

10. POINT OF INFORMATION

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

11. QUESTIONS

- 11.1 By permission of the Chairperson and when no other member is speaking, questions relating to the matter under discussion may be put to the Chairperson or through the Chairperson to any member, but the Chairperson may not be interrupted for the purpose of asking questions.

12. SUSPENSION OF STANDING ORDERS

- 12.1 Any of these Standing Orders (or any part thereof) may be suspended for the time being by a motion carried with a two-thirds majority of the votes exercised in respect of the motion. Such a resolution may be rescinded at any time by a motion having the support of more than one-third of the votes exercised in respect of the motion.

13. GENERAL

- 13.1 Any matter or question of order or procedure not provided for or not fully provided for in these Standing Orders or in the Constitution shall be determined by ruling from the Chairperson.

SCHEDULE 4 - ELECTION PROCEDURES

1. SCOPE OF THE REGULATIONS

- 1.1 These regulations shall apply where the Constitution requires the elections of the Vice-President and members of the Executive as directed by the Constitution.

2. RETURNING OFFICER

- 2.1 The Executive with the assistance of the General Manager shall appoint a disinterested person to be Returning Officer for Executive Elections.
- 2.2 This decision can only be overturned by 80% vote of the Executive at a properly convened Executive meeting. The President may participate in the debate but is excluded for that particular Executive vote.
- 2.3 The Returning Officer shall be responsible to the Executive for the whole conduct of the election as per the Electoral Regulations in this Schedule.

3. POWERS & DUTIES OF THE RETURNING OFFICER

- 3.1 The Returning Officer shall generally do all things they consider necessary, expedient, or advisable for the proper conduct of the Executive Election.
- 3.2 Without derogating from the generality of the Returning Officer's powers and duties, the Returning Officer shall:
- (a) Seek from candidates the information required in Section 12.2. of this Schedule.
 - (b) During the course of these Executive Elections, provide sufficient ballot papers for the votes exercisable by the members of SANITI.
 - (c) Exclude from voting all persons who do not appear to be duly authorised to vote.
 - (d) Direct and regulate the manner of voting and of recording votes.
 - (e) Arrange for and superintend the counting of votes and shall disallow votes not recorded in the specified manner or not sufficiently clear in their opinion.
- 3.3 The Returning Officer shall declare the results to members of SANITI by publicising the results on all Association notice boards and in any official publications of SANITI as soon as the votes have been counted.
- 3.4 On the completion of counting of votes, retain and securely keep all votes until the expiry of seven days or until determination of any inquiry arising out of the election, and at the end of that time the Returning Officer shall take steps to effectively and entirely destroy the ballot papers.

4. REGULATIONS

- 4.1 The Returning Officer shall comply with any regulations or bylaws not inconsistent with those Regulations duly made by the Executive or a General Meeting, specifying more particularly the Returning Officer's powers and duties.

5. ACTS OF THE RETURNING OFFICER

- 5.1 All acts and things done by the Returning Officer for any purpose in reasonably carrying out their duties shall be deemed to be done under the direction and authority of an independent Election Committee.

6. EXPENSES OF THE RETURNING OFFICER

- 6.1 Any and all reasonable and necessary expenses incurred by the Returning Officer in carrying out their duties shall be reimbursed by SANITI.

7. NOTICE OF ELECTION

- 7.1 The Returning Officer shall give at least fifteen working days' notice of an Executive Election. Such notice shall set out a time, date and place where nominations shall close. The time shall be at least seven working days before the election. Such notice shall be posted on the SANITI's Notice Board, published in any of the Association's publications and publicised in any other way practicable. The notice shall state the positions open to candidates, with such further details as the Returning Officer may deem fit.
- 7.2 As soon as possible and expedient after applications have closed, the Returning Officer shall inform members of the names of all candidates and the positions they are standing for. The Returning Officer shall have discretion to supply to members such other information on the candidate as may be made available to them by the candidate. The Returning Officer shall also organise and publicise a forum where candidates may make a brief speech and answer questions from students.

8. SUBSTITUTE RETURNING OFFICER

- 8.1 If for any cause the Returning Officer is unable to fulfil the duties of the Office at an election, the Executive shall appoint a substitute who for the purpose of that election shall be deemed the Returning Officer.

9. ANNUAL ELECTIONS

- 9.1 Two elections will be held for Executive Committee members.
- (a) The first shall be held at the Second General Meeting for up to four positions that will take office on the 1st January.
 - (b) The second election shall be held at the Annual General Meeting for remainder of positions, taking office immediately.
- 9.2 The Vice President will be elected from the Executive during the month of October prior to taking office. The person will then take office as of 1st January. However, the timing of the Vice President election and the commencement of the appointed term may be altered by the Executive as deemed necessary.
- 9.3 Once the members have been elected onto the Executive Committee, the President will assign the portfolios to the newly elected Executive Committee members.
- 9.4 Election forms are to include;
- (a) Training dates and their compulsion,
 - (b) Length of term,
 - (c) Declarations as required by Incorporated Societies.
 - (d) ID as required to assess eligibility to run.
- 9.5 Election terms for the Vice President shall normally be from the 1st day of January to the 31st day of December in the year following election, subject to clause 9.2 of this Schedule.
- 9.6 Election terms for the Vice President shall normally be one year; from election to the next election.
- 9.7 Elected members will continue to serve in elected positions regardless of membership status.

10. NOMINATIONS

- 10.1 All nominations shall be on the appropriate form for the position signed by the candidate and the member nominating them, stating the candidate's full name, address, telephone number (if any), course of study, and the position for which the candidate wishes to stand. This information shall be filed in the Association office.
- 10.2 Any candidate for any office of SANITI must be a student studying at any campus of NMIT/Te Pūkenga (whether or not that student has enrolled through NMIT/Te Pūkenga or another educational provider) and a full financial member of SANITI at the time of the elections. Eligibility is subject to Clause 10.1 of the Constitution.

- 10.3 A candidate may withdraw their nomination by written request to the Returning Officer any time up to 4.30 p.m. on the next business day after applications close.
- 10.4 If, after applications close, there is only one candidate for any position, that candidate shall not be deemed to have been elected and an election shall take place against “No Confidence”.

11. BALLOT PAPERS

- 11.1 Ballot papers shall list the candidates for the position in alphabetical order with a no confidence option after candidate for the position. Voters may only vote for one option.
- 11.2 Any ballot paper not adhering strictly to the instructions on the paper shall be examined by the Returning Officer. If in the opinion of the Returning Officer the ballot paper does not show a clear vote for any candidates, it shall be declared invalid.
- 11.3 The applicants for Executive positions will stand against a vote of no confidence as a group rather than individuals

12. VOTING

- 12.1 The Returning Officer shall ensure that all members of SANITI shall be given the opportunity to vote.
- 12.2 The Returning Officer shall ensure that information on candidates and the date, venue and time of voter and voter eligibility shall be published at the election booth, on the Official Notice boards prior to the General Meeting, in all Association publications preceding the commencement of voting and publicised in any other way practicable.
- 12.3 The information on candidates will include:
(a) The name of the candidate in bold capitals
(b) The candidate’s manifesto at a maximum of 200 words to be processed by the Returning Officer.
- 12.4 The election of Executive members shall allow at a meeting all candidates to be given a chance to speak briefly and answer questions prior to voting taking place. The Returning Officer shall otherwise determine the procedure of this forum.
- 12.5 The Returning Officer may determine the eligibility of prospective voters where it is necessary.
- 12.6 No person other than the Returning Officer, his or her assistants and the scrutineer shall be present at the counting of the votes. The Executive will appoint a disinterested scrutineer to observe the counting of votes.
- 12.7 The successful candidate shall be the candidate who polls the highest number of votes, provided that the candidate must also poll more votes than the no confidence option. Where there is equality of voting, or the no confidence option polls highest, a second election shall be called immediately following the procedure outlined above.

13. APPEALS

- 13.1 If a dispute arises as to the election, the decision of the Returning Officer shall be final, subject to any appeal decision under the provisions of this rule.
- 13.2 Any appeal against the conduct or result of the election shall be notified to the Election Committee through the President within forty-eight hours of the announcement of the results.
- 13.3 Any such appeal shall be in writing and shall state the grounds of appeal.
- 13.4 Any such appeal shall be accompanied by a deposit of fifty dollars (\$50.00), or such other sum as shall be decided upon by the Executive from time to time.

- 13.5 On receipt of an appeal, the Election Committee shall appoint on behalf of the Executive Committee three disinterested people to act as arbitrators, who shall be given full powers for the purpose of investigating or inquiring into the causes of complaint.
- 13.6 The arbitrators shall appoint a time for hearing the appeal and all relevant evidence and shall at the conclusion of the inquiry deliberate in private and shall decide either unanimously or by a majority whether the election was valid or not. They shall not declare an election invalid unless they can prove that the irregularity, failure or mistake materially affected the result of the election.
- 13.7 If the election is held valid, then the deposit under 13.4 of this rule shall be forfeited to the Association, unless the arbitrators recommend otherwise.
- 13.8 If the election is held invalid, a written notice to this effect shall be sent to the Executive and the Election Committee, who shall take immediate steps to hold a new election following the procedure outlined above. The deposit shall be refunded in full.
- 13.9 The decision of the arbitrators shall be final and there shall be no appeal from their decision.

14. GENERAL

- 14.1 All matters relating to the conduct of an election or dealt with in the preceding regulations shall if arising over the election period be decided by the Returning Officer subject only to the approval provisions of these Regulations.

SCHEDULE 3 – PRESIDENTIAL APPOINTMENT PROCEDURES

1. SCOPE OF THE REGULATIONS

- 1.1 These regulations shall apply where the Constitution requires the appointment of the Association President.

2. APPOINTMENT SUB-COMMITTEE

- 2.1 An Appointment Sub-Committee shall be established by an Executive resolution for the purpose of making an appointment to the position of Association President
- 2.2 Membership of Appointment Sub-Committee shall be:
- (a) An independent Appointment Consultant as per Section 3 Appointment Agent in this Schedule.
 - (b) Two current Executive members not standing for the position of President.
 - (c) A maximum of two advisory, non-voting members. These shall include the General Manager and might include either a past President of SANITI or a President from another Student Association in New Zealand.

3. APPOINTMENT CONSULTANT

- 3.1 The Executive with the assistance of the General Manager shall appoint an independent and reputable Human Resources Consultant as a member of the Appointment Sub-Committee.
- 3.2 The Consultant shall be responsible to the Executive for the management of and providing advice about the appointment process as per the Appointment Regulations in this Schedule.

4. POWERS & DUTIES OF THE APPOINTMENT CONSULTANT

- 4.1 The Appointment Consultant shall generally do all things they consider necessary, expedient, and advisable for the proper conduct of the appointment process.
- 4.2 Without derogating from the generality of the Appointment Consultant's powers and duties, the Appointment Consultant shall:
- (a) Seek from candidates the information required in Section 10 of this Schedule.
- 4.3 The Appointment Consultant shall declare the results to members of the Association by publicising the results electronically and on all Association notice boards and in any official publications of SANITI as soon as the appointment has been confirmed.

5. REGULATIONS

- 5.1 The Appointment Consultant shall comply with any regulations or bylaws not inconsistent with those Regulations duly made by the Executive or a General Meeting, specifying more particularly the Appointment Consultant's powers and duties.

6. ACTS OF THE APPOINTMENT CONSULTANT

- 6.1 All acts and things done by the Appointment Consultant for any purpose in reasonably carrying out their duties shall be deemed to be done under the direction and authority of the Appointment Sub-Committee.

7. EXPENSES OF THE APPOINTMENT CONSULTANT

- 7.1 Any and all reasonable and necessary expenses incurred by the Appointment Consultant that are within budget to allow the consultant to carry out his/her duties shall be reimbursed by the Association.

8. NOTICE OF PRESIDENTIAL APPLICATION

- 8.1 The Appointment Consultant shall leave the application open for at least 21 days.
- 8.2 The notice shall set out a time, date and place where applications shall close. Such notice shall be posted electronically and SANITI's Notice Board, published in any of the Association's publications and publicised in any other way practicable. The notice shall state that the position is open to candidates, with such further details as the Appointment Consultant may deem fit.
- 8.3 As soon as possible and expedient after applications have closed, the Appointment Consultant shall arrange for the Appointment Sub-Committee to meet and arrange interview times for short listed applicants.

9. SUBSTITUTE APPOINTMENT CONSULTANT

- 9.1 If for any cause the Appointment Consultant is unable to fulfil the duties of the Office during the appointment process, the Executive shall appoint a substitute who for the purpose of that appointment shall be deemed the Appointment Consultant.

10. APPLICATION

- 10.1 All applications shall be on the appropriate form for the position signed by the candidate and the nominating members recommending them for the position stating the applicant's full name, address, telephone number, course of study, and a CV which includes two telephone referees.
- 10.2 Any applicant for President must be studying at a NMIT/Te Pūkenga campus (whether or not they have enrolled through NMIT/Te Pūkenga or another educational provider) and be a full financial member of SANITI at the time of the application.
- 10.2 Any applicant may withdraw their application by written request to the Appointment Consultant any time up to 4.30pm on the next business day after applications close.
- 10.4 If, after applications close, there is only one applicant for the position that applicant shall not be deemed to have been appointed and shall undertake the interview process.

11. APPOINTMENT PROCESS

- 11.1 The appointment for the position of President shall be held as required prior to the Second General Meeting.
- 11.2 In the event of the Appointment Sub-Committee considering no one applicant to be suitable, an appointment will not be made, and the position shall be re-advertised.
- 11.3 Appointment terms for the President shall normally be from the 1st day of January to the 31st day of December in the year following the appointment.
- 11.4 The term of appointment is normally for a maximum of 3 years' (Refer to Employment of President Policy).

12. GENERAL

- 12.1 The Appointment Consultant will observe the provisions that are set out in this Constitution and provide timely and accurate advice to the Appointment Sub-Committee
- 12.2 The decision of the Appointment Sub-Committee is final.