



Otago University Snow Sports Club Incorporated Constitution (rules)

1. Name

The name of the Club is Otago University Snow Sports Club Incorporated (in these **Rules** referred to as the '**Club**').

2. Definitions

In these **Rules**, unless the context requires otherwise, the following words and phrases have the following meanings:

- 2.1. '**Act**' means the Incorporated Societies Act 2022 and any regulations made under the Act or under any Act which replaces it.
- 2.2. '**Annual General Meeting**' means a meeting of the **Members** of the **Club** held once per year which, among other things, will receive and consider reports on the **Club's** activities and finances.
- 2.3. '**Associated Person**' refers to a person who has any connection or interest to the club but is not a member.
- 2.4. '**Clear Days**' means complete days, excluding the first and last named days (for instance, excluding the date a Notice of meeting is posted or sent to Members and the date of the meeting).
- 2.5. '**Club Activity**' refers to anything hosted or endorsed by the **Club**. This does not include a promotion of attending other group's events.
- 2.6. '**Club Member**' or '**Membership**' refers to a person who has registered to be a **Club Member** through the OUSA Clubs Portal, has had that **Membership** accepted, has paid required membership fees and who has not ceased to be a member of the **Club**.
- 2.7. '**Club Related Policy**' refers to any policy ratified by OUSA categorized as Recreation. This includes but is not limited to the Club Affiliation Policy, the OUSA Club Conduct Policy, the OUSA Affiliated and Societies Sexual Misconduct Policy, the OUSA Resolution (and Complaints) Policy.
- 2.8. '**Committee**' means the **Club's** governing body.
- 2.9. '**Committee Member**' means a member of the **Committee**, including the **President**, **Secretary** and **Treasurer**. **Committee Members** must be **Club Members**.
- 2.10. '**Deputy Chair/Vice President**' means the **Committee Member** elected or appointed to deputise in the absence of the **President**.



- 2.11.** ‘**General Meeting**’ refers to the regular assembly of **Committee Members**.
- 2.12.** ‘**Life Member**’ refers to a person who the **Club** has awarded life time **membership** because of the significant contributions they have made to the **Club**. **Life Members** are not required to pay a membership fee. Life Memberships are appointed at an **Annual Meeting**, with voting consistent with those meeting procedures. **Life Membership** does not revoke membership obligations and following the dispute resolution process, **Life Membership** does not have any other additional rights or privileges, **Life Membership** can be terminated.
- 2.13.** ‘**Meeting**’ refers to the assembly of **Members** for a particular purpose.
- 2.14.** ‘**Motion**’ refers to putting forward an item to be decided on through voting. The decision of that **motion** becomes a “**resolution**”.
- 2.15.** ‘**Non Student**’ refers to anyone who is not a Student as specified in this constitution.
- 2.16.** ‘**Notice**’ to Members includes any notice given by post, courier or email; and the failure for any reason of any Member to receive such Notice or information shall not invalidate any meeting or its proceedings or any election.
- 2.17.** ‘**OUSA**’ refers to the Otago University Students’ Association.
- 2.18.** ‘**OUSA Affiliated Club or Society**’ will be referred to as “OUSA Club” in this constitution. Both terms refers to any Club or Society affiliated who have met and continue to meet affiliation or re-affiliation requirements as specified in the OUSA Affiliated Clubs and Societies Affiliation policy. “Affiliation” or “affiliated”, when used in regards to this clause, refers to the relationship OUSA Clubs have with OUSA.
- 2.19.** ‘**OUSA Rules**’ refers to the OUSA Constitution and all OUSA Policies.
- 2.20.** ‘**President**’ means the **Committee Member** responsible for, among other things, overseeing the governance and operations of the **Club** and chairing **General Meetings**.
- 2.21.** ‘**Register of Interests**’ means the register of interests of **Committee Members** kept under these **Rules**.
- 2.22.** ‘**Register of Members**’ means the register of **Members** kept under these **Rules**.
- 2.23.** ‘**Rules**’ means the rules in this document.
- 2.24.** ‘**Secretary**’ means the **Committee Member** responsible for, among other things, keeping the **Register of Members**, and recording the minutes of **General Meetings** and **Committee** meetings.
- 2.25.** ‘**Special General Meeting**’ means a meeting of the **Members**, other than an **Annual General Meeting**, called for a specific purpose or purposes.
- 2.26.** ‘**Special Resolution**’ refers to a motion that requires and has been passed by a two thirds majority vote.
- 2.27.** ‘**Student**’ refers to any person who is currently a student at the University of Otago or Otago Polytechnic.



- 2.28. 'Subsidiary Club' refers to a club that operates under and is affiliated to the Club.
- 2.29. 'Treasurer' means the **Committee Member** responsible for, among other things, overseeing the finances of the **Club**.
- 2.30. 'Vice President' refers to the Committee Member elected or appointed to deputise in the absence of the **President**.

3. Affiliations

- 3.1. The Club will remain affiliated to **OUSA** as an **OUSA** Club for the following tertiary year.
- 3.2. The Club and Club Members will uphold its obligations as specified in **OUSA** Club Related Policy.
- 3.3. Failure of the Club or Club Members to uphold these obligations may result in **OUSA** temporarily or permanently:
 - 3.3.1. Withdrawing a benefit or benefits of being affiliated to **OUSA**;
 - 3.3.2. Imposing a temporary or permanent termination of Club Membership;
 - 3.3.3. Requesting further involvement, supervision or monitoring of Club governance and operations;
 - 3.3.4. Imposing conditions on maintaining affiliation or on re-affiliation;
 - 3.3.5. Issuing trespass notices to **OUSA** property.
- 3.4. The Club constitution at all times is subject to **OUSA** rules. Deviations where decisions are made will be void.
- 3.5. **OUSA** reserves the right to interpret this constitution and authorise any deviations.
- 3.6. The Club shall not become affiliated to or in any way connected with any other organisation without the consent of **OUSA**, and be outlined in this constitution.
- 3.7. Regardless of affiliation status **OUSA Clubs** at all times remain their own separate legal entity.

4. Purposes

- 4.1. To benefit the community by fostering a culture/recreation within the Otago University community and service the needs to Club Members, prioritising **Student** Club Members.
- 4.2. Any income, benefit, or advantage must be used to advance the charitable purposes of the **Club**
- 4.3. No **Member**, or **Associated Person**, is allowed to take part in, or influence any decision made by the **Club** in respect of payments to, or on behalf of, the **Member** or **Associated Person** of any income, benefit, or advantage.
- 4.4. Any payments made to a **Member** or **Associated Person** must be for goods and services that advance the charitable purpose and must be



reasonable and relative to payments that would be made between unrelated parties.

5. Tikanga / Culture

5.1. The tikanga or culture of the **Club** is as follows:

- 5.1.1. To be welcoming
- 5.1.2. To be inclusive
- 5.1.3. To be diverse
- 5.1.4. To be Club member centric
- 5.1.5. To promote and support snow sports
- 5.1.6. To abide by the Alpine Responsibility Code

and these **Rules** shall be interpreted having regard to that tikanga or culture.

6. Act and Regulations

- 6.1. Nothing in this Constitution authorises the **Club** to do anything which contravenes or is inconsistent with the Statute, any regulations made under the Statute, or any other legislation.
- 6.2. **OUSA** does not accept liability on behalf of the **Club**.

7. Registered office

- 7.1. The Registered Office of the **Club** shall be at OUSA Clubs and Societies Centre, 84 Albany Street, Dunedin North, Dunedin, 9016.
- 7.2. Mail of the Club will be addressed to the Club and sent to the OUSA Clubs and Societies Centre, 84 Albany Street, Dunedin North, Dunedin, 9016.

8. Power to borrow money

The **Club** does not have the power to borrow money.

9. Other powers

- 9.1. The **Club** may reimburse **Club Members** for reasonable expenses legitimately incurred on behalf of the **Club** while pursuing the Clubs purposes.
- 9.2. The **Club** may charge additional fees for activities that are not covered in the membership in a user pays manner.



- 9.3. Consistent with the constitution the **Club** may expend funds including the purchase of assets.
- 9.4. In addition to its statutory powers, the **Club**:
 - 9.4.1. may use its funds to pay the costs and expenses to advance or carry out its purposes, and to employ or contract with such people as may be appropriate, and
 - 9.4.2. may invest in any investment in which a trustee may lawfully invest.

10. Members

- 10.1. The Club shall consistently maintain a minimum number of 10 Club Members, 90% or more of Club Members will be Students.
- 10.2. Gender, age, disability, race, culture, religious background and sexual orientation will not inhibit the ability for individuals to become a Club Member.
- 10.3. Outside of 10.2 the Club may impose pre-requisites or conditions on Club Membership that have been resolved by ordinary resolution at an AGM.
- 10.4. Consent to become a Member is determined when an individual completes a membership registration form through the **OUSA** website.
- 10.5. Noting 10.4, membership is granted when an individual:
 - 10.5.1. Completes the membership registration form through the **OUSA** website (agreeing to the Club Conduct Policy);
 - 10.5.2. Meets any Club member pre-requisites;
 - 10.5.3. Any membership fees have been paid;
 - 10.5.4. In registering, the club has not exceeded the 10% threshold for **non students**.
- 10.6. The Club may decline an application for membership when:
 - 10.6.1. The requirements of 10.4 or 10.5 are not meet or;
 - 10.6.2. Any other reason that does not contravene this Constitution or **OUSA rules**.
- 10.7. Members are responsible for advising the Club of changes to contact details where they will be required to re-register via the **OUSA** website.
- 10.8. Membership does not result in any Member having ownership rights to Club funds, equipment or property.
- 10.9. All members when on the snow must abide by the Alpine Responsibility Code
- 10.10. All members and committee must wear helmets when participating in snow sports



11. Other obligations and rights

- 11.1. All **Members** (including Committee members) shall promote the interests and purpose of the Club and shall do nothing to bring the Club or **OUSA** into disrepute.
- 11.2. A **Member** is only entitled to exercise the rights of membership (including attending and voting at **Annual General Meetings**, accessing or using the **Club's** premises, facilities, equipment and other property) if all subscriptions and any other fees have been paid to the **Club** by due date, but no **Member** or Life **Member** is liable for an obligation of the **Club** by reason only of being a **Member**.
- 11.3. Any **Member** that is a body corporate shall provide the **Secretary** with the name and contact details of the person who is the organisation's authorised representative, and that person shall be deemed to be the organisation's proxy for the purposes of voting at **Annual General Meetings**.
- 11.4. The **Committee** may decide what access or use **Members** may have of or to any premises, facilities, equipment or other property owned, occupied or otherwise used by the **Club**, including any conditions of and fees for such access or use.

12. Subscriptions and fees

- 12.1. The annual membership fee will be set by **special resolution** at an **Annual General Meeting or Special General Meeting**
- 12.2. Any **Member** failing to pay the membership fee within one month of the due date shall cease member privileges and membership rights and shall not be entitled to participate in any Club activity or to access or use the Clubs facilities or equipment until the membership fee is received.
- 12.3. If such arrears are not paid within two months of the due date, the Committee may terminate the Members membership (without being required to give prior notice to that member).
- 12.4. Any former member may apply for re-admission in the manner prescribed for new applicants and may be re-admitted.

13. Ceasing to be a member

- 13.1. A **Member** ceases to be a **Member**:
 - 13.1.1. on death (or if a body corporate on liquidation or if a partnership on dissolution of the partnership), or
 - 13.1.2. by resignation from that **Member's** class of membership by notice to the **Secretary**, or



15.2.2. the annual financial statements for that period.

16. Special General Meetings

- 16.1. **Special General Meetings** may be called at any time by the **Committee** by resolution.
- 16.2. The **Committee** must call a **Special General Meeting** if the **Secretary** receives a written request signed by at least 50 per cent of **Members**. Any resolution or written request must state the business that the **Special General Meeting** is to deal with.
- 16.3. The **Rules** relating to the procedure to be followed at **Annual General Meetings** shall apply to a **Special General Meeting**, and a **Special General Meeting** shall only consider and deal with the business specified in the **Committee's** resolution or the written request by **Members** for the Meeting.

17. Procedure

- 17.1. The **Committee** shall give all **Members** at least 14 **Clear Days'** Notice of any **Annual General Meeting** and of the business to be conducted at that **Annual General Meeting**.
- 17.2. The **Annual General Meeting** and its business will not be invalidated simply because one or more **Members** do not receive the **Notice**.
- 17.3. All **Members** may attend, speak and vote at **Annual General Meetings**. This must be done in person (physically or remotely) or by proxy through the **Secretary** only.
- 17.4. Members should disclose any conflicts of interest and where there are conflicts abstain from voting.
- 17.5. The quorum for AGM's and SGM's is a minimum of eight Members if Club Membership is less than 100 Members, or, 10% of Club Membership, where membership is greater than 100 Members. If within half an hour after the time appointed for the meeting a quorum is not present the meeting will be dissolved.
- 17.6. AGM's and SGM's may be held in person or remotely in a format that allows for maximum participation.
- 17.7. All AGM's and SGM's will be chaired by the **President**. Where applicable If the **President** is absent the **Vice President** shall chair. In their absence the meeting shall elect another Committee Member to chair that meeting.
- 17.8. Any person chairing an **Annual General Meeting** has a deliberative and, in the event of a tied vote, a casting vote
- 17.9. Any person chairing an **Annual General Meeting** may:
 - 17.9.1. Facilitate the Meeting agenda and business;



- 17.9.2. Direct that any person not entitled to be present at the Meeting, obstructing meeting business, behaving disorderly or threatening, or failing to abide by the directions of the chairperson be removed from the Meeting;
- 17.9.3. With the consent of any that **Annual General Meeting** adjourn the **Annual General Meeting** from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 17.9.4. In the absence of a quorum or in the case of emergency, adjourn the Meeting or declare it closed.
- 17.10. The **Committee** may put forward motions for the **Club** to vote on ('**Committee Motions**'), which shall be notified to Members with the notice of the **Annual General Meeting**.
- 17.11. Any Member may request that a motion be voted on at an AGM or SGM by giving notice to the **Secretary** at least 7 Clear Days before that meeting. The Member may speak to that motion in the meeting to provide context before voting.

18. Minutes

Minutes must be kept by the **Secretary** of all **General Meetings and Annual General Meetings**. These are to be uploaded to the **OUSA** Clubs Portal.

Committee

19. Composition

- 19.1. The Committee will consist of a minimum of three Committee Members who are Club Members themselves. The Club Committee will not exceed 12 Committee Members. who are:
 - 19.1.1. **Members**; and
 - 19.1.2. natural persons; and
 - 19.1.3. not disqualified by these **Rules** or the **Act**.
- 19.2. The Committee must have a ratio of two-thirds **Students**.
- 19.3. The **Committee** will include:
 - 19.3.1. a **President**,
 - 19.3.2. a **Vice President and Gear Officer**,
 - 19.3.3. a **Treasurer**,
 - 19.3.4. a **Secretary**,
 - 19.3.5. a **Sponsorships and Grant Officer**,
 - 19.3.6. an **Events Co-ordinator**,
 - 19.3.7. a **Social Media Officer**,
 - 19.3.8. a **USW Administrator**,



- 19.3.9. a **Health and Safety Officer**,
- 19.3.10. a **Merchandise Officer**,
- 19.3.11. a **Club Historian**, and
- 19.3.12. 1 other **General Committee Member**.

20. Qualifications

- 20.1. Prior to election or appointment, every **Committee Member** must consent in writing to be a **Committee Member** and certify in writing that they are not disqualified from being appointed or holding office as a **Committee Member** by these **Rules** or the **Act**.
- 20.2. The following persons are disqualified from being appointed or holding office as a **Committee Member**:
 - 20.2.1. a person who is under 16 years of age,
 - 20.2.2. a person who is an undischarged bankrupt,
 - 20.2.3. a person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Financial Markets Conduct Act 2013, or the Takeovers Act 1993,
 - 20.2.4. a person who is disqualified from being a member of the **Committee** of a charitable entity under section 31(4)(b) of the Charities Act 2005,
 - 20.2.5. a person who has been convicted of any of the following, and has been sentenced for the offence, within the last 7 years:
 - 20.2.5.1. an offence under subpart 6 of Part 4,
 - 20.2.5.2. a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961),
 - 20.2.5.3. an offence under section 143B of the Tax Administration Act 1994,
 - 20.2.5.4. an offence, in a country other than New Zealand, that is substantially similar to an offence specified in subparagraphs (20.2.5.1) to (20.2.5.3),
 - 20.2.5.5. a money laundering offence or an offence relating to the financing of terrorism, whether in New Zealand or elsewhere,
 - 20.2.6. a person subject to:
 - 20.2.6.1. an order under section 108 of the Credit Contracts and Consumer Finance Act 2003; or
 - 20.2.6.2. a forfeiture order under the Criminal Proceeds (Recovery) Act 2009; or



20.2.6.3. a property order made under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act.

20.2.7. a person who is disqualified from being a member of the **Committee** of a charitable entity under section 16 of the Charities Act 2005.

21. Election or appointment

21.1. Committee Members (excluding the one General Committee Member who will be determined solely by the committee) shall be elected during the AGM. However, if a resignation occurs between AGMs, that vacancy shall be filled through an SGM election.

21.2. Candidates must advise the **Secretary** of their nomination, in writing at least 7 days prior to the AGM (or SGM). If there are insufficient nominations received, further nominations may be received from the floor at the AGM (or SGM).

21.3. Two Members (who are not nominees) or non-Members appointed by the **President** shall act as scrutineers for the counting of the votes and destruction of any voting papers.

22. Term

22.1. The term of office for all **Committee Members** (excluding the one General Committee Member) shall be 1 year, expiring at the end of the **Annual General Meeting** In the year corresponding with the last year of each **Committee Member's** term of office.

22.2. A person cannot serve in the same position for more than 2 years, consecutive or otherwise.

23. Removal

23.1. Where a complaint is made about the actions or inaction of a **Committee Member** (and not in the **Committee Member's** capacity as a Member of the **Club**) the following steps shall be taken:

23.1.1. The victim of the complaint will be given all manner of opportunity to remain completely confidential, designated welfare members will deal with the matter and proceed only as the victim wishes unless there is a question of immediate danger to health and safety.

23.1.2. If the victim wishes to proceed with the complaint the **Committee Member** may be advised of details of the complaint and have an opportunity to prepare a response.

23.1.3. The complainant and the **Committee Member** who is the subject of the complaint, must be given an adequate opportunity to be heard, either in writing or at an oral hearing



by the **Committee** (excluding the **Committee Member** who is the subject of the complaint) if it considers that an oral hearing is required.

- 23.2.** Any oral hearing shall be held by the **Committee** (excluding the **Committee Member** who is the subject of the complaint), and/or any oral or written statement or submissions shall be considered by the **Committee** (excluding the **Committee Member** who is the subject of the complaint).
- 23.3.** If the complaint is upheld the **Committee Member** may be removed from the **Committee** by a resolution of the **Committee** or of a **General Meeting**, in either case passed by a simple majority of those present and voting.

24. Cessation of Committee membership

- 24.1.** A **Committee Member** shall be deemed to have ceased to be a **Committee Member** if that person ceases to be a **Member**.
- 24.2.** Each **Committee Member** shall within 14 **Clear Days** of submitting a resignation or ceasing to hold office, deliver to the **Secretary** all books, papers and other property of the **Club** held by such former **Committee Member**.

25. Functions

- 25.1.** From the end of each **Annual General Meeting** until the end of the next, the Club shall be governed by the **Committee**, which shall be accountable to the **Members** for the advancement of the **Club's** purposes and the implementation of resolutions approved by any **Annual General Meeting**.

26. Officers' duties Mandatory

- 26.1.** At all times each **Committee Member**:
 - 26.1.1.** Must uphold their obligations to **OUSA**, as detailed in Club Related policy,
 - 26.1.2.** Must prioritise Club Member safety and wellbeing. To not agree to the activities of the **Club** being carried on in a manner likely to create a substantial risk of serious loss to the **Club** or to the **Club's** creditors, or cause or allow the activities of the **Club** to be carried on in a manner likely to create a substantial risk of serious loss to the **Club** or to the **Club's** creditors,
 - 26.1.3.** Must exercise all powers for a proper purpose,
 - 26.1.4.** Must not act, or agree to the **Club** acting, in a manner that contravenes the Statute or this Constitution,
 - 26.1.5.** When exercising powers or performing duties as a **Committee Member**, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances taking into account, but without limitation, the nature of the **Club**, the nature of the



decision, and the position of the **Committee Member** and the nature of the responsibilities undertaken by him or her,

26.1.6. Must not agree to the **Club** incurring an obligation unless he or she believes at that time on reasonable grounds that the **Club** will be able to perform the obligation when it is required to do so.

26.1.7. All officer's must pay any outstanding fees for trips, merchandise, or otherwise at the end of every quarter

26.1.7.1. These outstanding fees must not exceed \$300 at any time

27. Powers

27.1. In the first meeting of the new year, two welfare officers will be selected from the current Committee Members. This title will be applied to/ added to their already existing title. The title comes with the verbal and written consent of the upholding the sexual misconduct policy that **OUSA** has established (2020).

27.2. The two Committee Members shall be chosen by vote of the current Committee Members

27.3. Subject to these **Rules** and any resolution of any **Annual or Special General Meeting** the Committee may:

27.3.1. exercise all the **Club's** powers, other than those required by the **Act** or by these **Rules** to be exercised by the **Club** in **Special or Annual General Meeting**, and

27.3.2. enter into contracts on behalf of the **Club** or delegate such power to a **Committee Member**, sub-committee, employee, or other person.

28. The OUSA Affiliated Clubs Council and Sub-Committees

28.1. The Club Committee will appoint a Club Member to represent the Club at the bi-annual **OUSA** Affiliated Clubs Council.

28.2. The **Committee** may appoint sub-committees consisting of such persons (whether or not **Members** of the **Club**) and for such purposes as it thinks fit. Unless otherwise resolved by the **Committee**:

28.2.1. the quorum of every sub-committee is half the members of the sub-committee,

28.2.2. no sub-committee shall have power to co-opt additional members,

28.2.3. a sub-committee must not commit the **Club** to any financial expenditure without express authority, and

28.2.4. a sub-committee must not further delegate any of its powers.

28.3. **Subsidiary Clubs** are bound to the **rules** of the Club but they themselves are not considered an **OUSA Club**.



29. General issues

- 29.1.** The **Committee** and any sub-committee may act by resolution approved in the course of a telephone conference call or through a written ballot conducted by email, electronic voting system, or post, and any such resolution shall be recorded in the minutes of the next **Committee** meeting.
- 29.2.** Other than as prescribed by the **Act** or these **Rules**, the **Committee** or any sub-committee may regulate its proceedings as it thinks fit.
- 29.3.** Subject to the **Act**, these **Rules** and the resolutions of **General Meetings**, the decisions of the **Committee** on the interpretation of these **Rules** and all matters dealt with by it in accordance with these **Rules** and on matters not provided for in these **Rules** shall be final and binding on all **Members**.

30. Conflicts of interest

- 30.1.** A member of the **Committee** and/or of a sub-committee is interested in a matter if the member of the **Committee** and/or sub-committee:
- 30.1.1.** may obtain a financial benefit from the matter; or
 - 30.1.2.** is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, or first cousin of a person who may obtain a financial benefit from the matter; or
 - 30.1.3.** may have a financial interest in a person to whom the matter relates; or
 - 30.1.4.** is a partner, director, member of the **Committee** and/or sub-committee, board member, or trustee of a person who may have a financial interest in a person to whom the matter relates.
- 30.2.** However, a member of the **Committee** and/or sub-committee is not interested in a matter—
- 30.2.1.** merely because the member of the **Committee** and/or sub-committee receives an indemnity, insurance cover, remuneration, or other benefits authorised under the **Act**; or
 - 30.2.2.** if the member of the **Committee**'s and/or sub-committee's interest is the same or substantially the same as the benefit or interest of all or most other **Members** due to the membership of those **Members**; or
 - 30.2.3.** if the member of the **Committee**'s and/or sub-committee's interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the member of the **Committee** in carrying out the member of the **Committee**'s

- and/or sub-committee's responsibilities under the **Act** or the **Rules**; or
- 30.2.4.** if the member of the **Committee** and/or sub-committee is a member of the committee of a union and the member of the **Committee**'s and/or sub-committee's interest is merely as an employee that will benefit from the union acting in the ordinary course of promoting its members' collective employment interests.
- 30.3.** A member of the **Committee** and/or sub-committee who is interested in a matter relating to the **Club** must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified)—
- 30.3.1.** to the **Committee** and/or sub-committee; and
- 30.3.2.** in an interests register kept by the **Committee**.
- 30.4.** Disclosure must be made as soon as practicable after the member of the **Committee** and/or sub-committee becomes aware that they are interested in the matter.
- 30.5.** A member of the **Committee** and/or sub-committee who is interested in a matter—
- 30.5.1.** must not vote or take part in the decision of the **Committee** and/or sub-committee relating to the matter; and
- 30.5.2.** must not sign any document relating to the entry into a transaction or the initiation of the matter; but
- 30.5.3.** may take part in any discussion of the **Committee** and/or sub-committee relating to the matter and be present at the time of the decision of the **Committee** and/or sub-committee (unless the **Committee** and/or sub-committee decides otherwise).
- 30.6.** However a member of the **Committee** and/or sub-committee who is prevented from voting on a matter may still be counted for the purpose of determining whether there is a quorum at any meeting at which the matter is considered.
- 30.7.** Where 50 per cent or more of **Committee Members** are prevented from voting on a matter because they are interested in that matter, a **Special General Meeting** must be called to consider and determine the matter, unless all non-interested members agree otherwise, and where 50 per cent or more of the members of a sub-committee are prevented from voting on a matter because they are interested in that matter, the **Committee** shall consider and determine the matter.

Committee meetings

31. Frequency



- 31.1.** The **Committee** shall meet as required at such times and places and in such manner (including by audio, audio and visual, or electronic communication) as it may determine and otherwise where and as convened by the **Chair/President** or **Secretary**.

32. Procedure

The quorum for Committee meetings is at least half the number of Committee Members.

Records

33. Register of members

- 33.1.** The **Secretary** shall keep an up-to-date **Register of Members** on the Clubs Portal, recording for each **Member** their name, contact details, the date they became a **Member**, and any other information required by these **Rules** or prescribed by Regulations under **the Act**.
- 33.2.** All records will be stored in the **OUSA** Clubs Portal with only the Committee having access. Other than what's required by law no personal information will be released.

34. Contents of Register of members

- 34.1.** The information contained in the **Register of Members** shall include each **Member's**:
- 34.1.1.** postal address
 - 34.1.2.** phone number (landline and/or mobile)
 - 34.1.3.** email address (if any)
 - 34.1.4.** the date the **Member** became a **Member**,
- 34.2.** Every **Member** shall promptly advise the **Secretary** of any change of their contact details.

35. Access to Register of members

- 35.1.** With reasonable notice and at reasonable times, the **Secretary** shall make the **Register of Members** available for inspection by **Members** and **Committee Members**. However, no access will be given to information on the **Register of Members** to **Members** or any other person, other than as required by law.



36. Register of interests

The **Secretary** shall at all times maintain an up-to-date register of the interests disclosed by **Committee Members**.

37. Access to other information

- 37.1. A **Member** may at any time make a written request to a **Club** for information held by the **Club**.
- 37.2. The request must specify the information sought in sufficient detail to enable the information to be identified.
- 37.3. The **Club** must, within a reasonable time after receiving a request:
 - 37.3.1. provide the information, or
 - 37.3.2. agree to provide the information within a specified period, or
 - 37.3.3. agree to provide the information within a specified period if the **Member** pays a reasonable charge to the **Club** (which must be specified and explained) to meet the cost of providing the information, or
 - 37.3.4. refuse to provide the information, specifying the reasons for the refusal.
- 37.4. Without limiting the reasons for which the **Club** may refuse to provide the information, the **Club** may refuse to provide the information if:
 - 37.4.1. withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons, or
 - 37.4.2. the disclosure of the information would, or would be likely to, prejudice the commercial position of the **Club** or of any of its **Members**, or
 - 37.4.3. the disclosure of the information would, or would be likely to, prejudice the financial or commercial position of any other person, whether or not that person supplied the information to the **Club**, or
 - 37.4.4. withholding the information is necessary to maintain legal professional privilege, or
 - 37.4.5. the disclosure of the information would, or would be likely to, breach an enactment, or
 - 37.4.6. the burden to the Club in responding to the request is substantially disproportionate to any benefit that the member (or any other person) will or may receive from the disclosure of the information, or
 - 37.4.7. the request for the information is frivolous or vexatious.
- 37.5. If the **Club** requires the **Member** to pay a charge for the information, the **Member** may withdraw the request, and must be treated as having



done so unless, within 10 working days after receiving notification of the charge, the **Member** informs the **Club**—

- 37.5.1. that the **Member** will pay the charge; or
 - 37.5.2. that the **Member** considers the charge to be unreasonable.
- 37.6. Nothing in this **Rule** limits Information Privacy Principle 6 of the Privacy Act 2020.

Finances

38. Control and management

- 38.1. The funds and property of the **Club** shall be:
- 38.1.1. controlled, invested and disposed of by the **Committee**, subject to these **Rules**, and
 - 38.1.2. devoted solely to the promotion of the purposes of the **Club**.
- 38.2. The **Treasurer** will be delegated administrative financial responsibilities including:
- 38.2.1. Being a signatory of any Club bank accounts;
 - 38.2.2. Financial book keeping;
 - 38.2.3. Presenting **Treasurers** reports on the finances of the Club and the annual financial statements;
 - 38.2.4. Up keeping the Clubs asset register;
 - 38.2.5. Filing the Club's annual tax return to Inland Revenue.
 - 38.2.6. Ensuring Exec tabs have been paid by the AGM

39. Balance date

The **Club's** financial year shall commence on 01/01 of each year and end on 31/12 (the latter date being the **Club's** balance date).

OUSSC Welfare and Dispute Resolution

40. Raising disputes and Welfare Matters

- 40.1. Any Member wishing to lodge a grievance, and/or any person wishing to make a complaint.
- 40.1.1. may do so in writing or verbally to the Welfare Officers, who must be reasonably available to the members of the club
 - 40.1.2. Discretionarily providing details to identify the nature of the grievance or complaint.
 - 40.1.3. There must be a welfare form advertised to members to confidentially make reports to the welfare officers



Winding up

41. Process

- 41.1. The **Club** may be wound up, or liquidated, or removed from the Register of Incorporated Societies in accordance with the provisions of the **Act**.
- 41.2. The **Secretary** shall give **Notice** to all **Members** of the proposed motion to wind up the **Club**, or remove it from the Register of Incorporated Societies and of the **Annual or Special General Meeting** at which any such proposal is to be considered, of the reasons for the proposal, and of any recommendations from the **Committee** in respect to such notice of motion.
- 41.3. Any resolution to wind up the **Club** or remove it from the Register of Incorporated Societies must be passed by a simple majority of all **Members** present and voting.
- 41.4. The Club may dissolve or disaffiliate from **OUSA** at any time by notifying **OUSA** in writing and advising of reasoning. Notification will accompany reasoning and evidence dissolution or disaffiliation has been notified to Club Members (with the opportunity to respond).
- 41.5. **OUSA** will deem the Club disaffiliated if the Club Committee cannot be contacted for a period of six months or more (using all practical means).

42. Surplus assets

- 42.1. If the **Club** is wound up, or liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any **Member**, and if any property remains after the settlement of the **Club's** debts and liabilities, that property must be given or transferred to another organisation for a charitable purpose or purposes as defined in section 5(1) of the Charities Act 2005.

Alterations to the Rules

43. Amending these Rules

- 43.1. The **Club** may amend or replace these **Rules** at an **Special or Annual General Meeting** by a resolution passed by a simple majority of those **Members** present and voting.
- 43.2. At least 2 **Clear Days** before the **Annual or Special General Meeting** at which any amendment is to be considered the **Secretary** shall give to all **Members** notice of the proposed motion, the reasons for the proposal, and any recommendations the **Committee** has.
- 43.3. Amendments must be ratified by **OUSA** and the Club must make clear to **OUSA** the proposed changes.



- 43.4. Only **OUSA** may approve deviations from this Constitution.
- 43.5. When an amendment is approved by an **Annual General Meeting** or **Special General Meeting** it shall be notified to the Registrar of Incorporated Societies in the form and manner specified in **the Act** for registration and shall take effect from the date of registration.
- 43.6. When an amendment is approved by an **Annual General Meeting** or **Special General Meeting** it shall be provided to Charities Services within three months of the date of the amendment.

Other

44. Common seal

- 44.1. The common seal of the **Club** must be kept in the custody of:
 - 44.1.1. A **Committee Member**
- 44.2. The common seal may be affixed to any document:
 - 44.2.1. by resolution of the **Committee**, and must be countersigned by two **Committee Members** or by one **Committee Member** and: the **President**
 - 44.2.2. by such other means as the **Committee** may resolve from time to time.

45. Contact person

- 45.1. The **Club's** Contact Officer must be:
 - 45.1.1. At least 18 years of age, and
 - 45.1.2. A Committee Member, and
 - 45.1.3. At all times be resident in New Zealand, and
 - 45.1.4. Not disqualified under the Statute from holding that office and shall be a Committee Member
- 45.2. Any change in that Contact Officer or that person's name or contact details shall be advised to the Registrar of Incorporated Societies within 25 **Clear Days** of that change occurring, or the **Club** becoming aware of the change.

46. Bylaws

- 46.1. The **Committee** from time to time may make and amend bylaws, and policies for the conduct and control of **Club** activities and codes of conduct applicable to **Members**, but no such bylaws, policies or codes of conduct applicable to **Members** shall be inconsistent with the **Act**, regulations made under the **Act**, or these **Rules**.