



Constitution of the University Albion Netball Club

First adopted: 2002

Last ratified: October 2022

1. Name

- 1.1. The name of this club is the University Albion Netball Club (in this constitution referred to as the “Club”).

2. Definitions

In this constitution, unless the context requires otherwise, the following words and phrases have the following meanings:

- 2.1 ‘Act’ refers to the Incorporated Societies Act 2022 or any Act which replaces it (including amendments to it from time to time), and any regulations made under the Act or under any Act which replaces it.
- 2.2 ‘Annual General Meeting’ refers to 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’ refers to a complete day, excluding the first and last named days (for instance, excluding the date a Notice of meeting is posted or sent to Club 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 Captain’ refers to the Committee Member responsible for, among other things, overseeing the governance and operations of the Club and chairing General Meetings.
- 2.7 ‘Club Member’ or ‘Membership’ refers to a person who has registered to be a Club Member through the Sporty database, has had that membership accepted, has paid the required membership fee and who has not ceased to be a member of the Club.
- 2.8 ‘Club Related Policy’ refers to any policy ratified by OUSA categorised 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.
- 2.9 ‘Committee’ refers to the Club’s governing body.
- 2.10 ‘Committee Member’ refers to a member of the Committee, including the Club Captain,

Secretary and Treasurer.

- 2.11 ‘Dunedin Netball’ refers to the Dunedin Netball Centre. The Club is an affiliated member of Dunedin Netball and participates in the Dunedin Netball Premier Competition and Dunedin Netball Senior Competition. Dunedin Netball is financially affiliated to Netball South and Netball New Zealand.
- 2.12 ‘General Meeting’ refers to the regular assembly of Committee Members.
- 2.13 ‘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 the Annual General Meeting, with voting consistent with those meeting procedures. Life Membership does not revoke membership obligations and following the dispute resolution process, Life Membership can be terminated.
- 2.14 ‘Meeting’ refers to the assembly of the Committee, or relevant Club Members, for a particular purpose.
- 2.15 ‘Motion’ refers to putting forward an item to be decided on through voting. The decision of that Motion becomes a “resolution”.
- 2.16 ‘Non Student’ refers to anyone who is not a Student as specified in this constitution.
- 2.17 ‘Notice’ to Members refers to any notice given by email, phone, or Facebook post; and the failure for any reason of any Club Member to receive such Notice or information shall not invalidate any meeting or its proceedings or any election.
- 2.18 ‘Ordinary Resolution’ refers to a motion that requires and has been passed by a majority vote.
- 2.19 ‘OUSA’ refers to the Otago University Students’ Association.
- 2.20 ‘OUSA Affiliated Club or Society’ will be referred to as “OUSA Club” in this constitution. Both terms refer 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.
- 2.21 ‘OUSA Rules’ refers to the OUSA Constitution and all OUSA Policies.
- 2.22 ‘Register of Members’ refers to the register of Members kept under these Rules within the OUSA Clubs Portal.
- 2.23 ‘Rules’ refers to the rules in this document.
- 2.24 ‘Secretary’ refers to the Committee Member responsible for, among other things, keeping the Register of Members and recording the minutes of meetings.
- 2.25 ‘Special General Meeting’ refers to a meeting of the Committee, or relevant Club Members, other than an Annual General Meeting, called for a specific purpose.
- 2.26 ‘Special Resolution’ refers to a motion that requires and has been passed by a two thirds

majority vote.

- 2.27 'Sporty' refers to the online registration and member management system used by the Club to register teams and players into the Dunedin Netball Competition.
- 2.28 'Student' refers to any person who is currently a student at the University of Otago or Otago Polytechnic.
- 2.29 'Treasurer' refers to the Committee Member responsible for, among other things, overseeing the finances of the Society.

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.
- 3.6 OUSA reserves the right to interpret this constitution and authorise any deviations.
- 3.7 The Club shall not become affiliated to or in any way connected with any other organisation without the consent of OUSA.
- 3.8 Regardless of affiliation status OUSA Clubs at all times remain their own separate legal entity.

4. Purpose

- 4.1 The purpose of the Club is to encourage and promote participation in netball within the Otago University community, at all levels of competition, coaching, and umpiring offered by Dunedin Netball and Netball South, and to service the needs of Club Members, prioritising Student Club Members.
- 4.2 The Club must not operate for the purpose of, or with the effect of any Member of the Club deriving any personal financial gain from membership or activities of the Club.
- 4.3 The Club must govern and operate within the confinements of OUSA rules including the Club Related Policy.



- 4.4 The Club must comply with New Zealand law, including Acts, by-laws and any standards relevant to the Club.
- 4.5 The Club is not permitted to promote the consumption of alcohol.
- 4.6 In a legal sense, the Club will act as a non-for-profit Unincorporated Society unless the Club has legally registered under the Incorporated Societies Act 2022.

5. Tikanga/Culture

- 5.1 The tikanga or culture of the Club is;
 - 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.

6. New Zealand Law

- 6.1 Nothing in this Constitution authorises the Club to do anything illegal. This extends to acts, regulations, by-laws or otherwise.
- 6.2 At no time does OUSA accept liability on behalf of OUSA Clubs.

7. Address

- 7.1 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 and Employ Staff

- 8.1 The Club is not authorised to borrow money in any capacity.
- 8.2 The Club is not authorised to employ staff.

9. Other Powers

- 9.1 The Club may charge membership fees to Club Members to cover operational costs of the Club. These fees should be fixed for the Membership period.
- 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, including but not limited to uniforms and training equipment.
- 9.4. The Club may reimburse Committee Members or Club Members for reasonable expenses legitimately incurred on behalf of the Club while pursuing the Clubs purposes.

10. Members

- 10.1 The Club shall consistently maintain a minimum number of 10 Club Members. The Club will endeavour to have 90% or more of Club Members as Students, unless exceptional circumstances apply.
- 10.2 Age, disability, race, culture, religious background and sexual orientation will not inhibit the ability for individuals to trial for a Club team in order to become a Club Member. The Club is restricted by the policies of Dunedin Netball and the number of interested male trialists as to gender restrictions.
- 10.3 Outside of 10.2 the Club may impose pre-requisites or conditions on Membership that have been resolved by ordinary resolution at an AGM.
- 10.4 Consent to become a Club Member is determined when an individual accepts their place in a Club team.
- 10.5 Noting 10.4, membership is granted when an individual:
 - 10.5.1 Is registered with the Dunedin Netball Centre as a member of the Club;
 - 10.5.2 Meets any Club Member pre-requisites;
 - 10.5.3 Has paid the Membership fees;
 - 10.5.4 In registering, the Club has not exceeded the 10% threshold for non-students, unless exceptional circumstances apply.
- 10.6 The Club may decline an application for membership when:
 - 10.6.1 The requirements of 10.4 or 10.5 are not met or;
 - 10.6.2 Any other reason that does not contravene this Constitution or OUSA rules.
- 10.7 Membership does not result in any Club Member having ownership rights to Club funds, equipment or property.
- 10.8 All Club Members (including Committee Members) shall promote the interests and purpose of the Club and shall do nothing to bring the Club, OUSA, or the University of Otago into disrepute.
- 10.9 All Club Members (including Committee Members) are bound by the OUSA Club Conduct Policy.
- 10.10 A Club Member is only entitled to exercise the rights of Membership if all Membership fees and any other outstanding fees have been paid to the Club by the due date. This does not apply to Life Members.
- 10.11 The Committee may decide what access or use Club Members have to any facilities or equipment the Club owns, including any conditions of and fees for such access or use.
- 10.12 Membership shall cease at the conclusion of the AGM, by notice to the Secretary, or on termination of a Membership following a dispute resolution process under these rules.
- 10.12 A Club Member who resigns or whose membership is terminated under these rules:

- 10.12.1 Remains liable to pay any outstanding Club fees;
- 10.12.2 Shall cease to hold themselves out as a Member of the Club;
- 10.12.3 Shall return to the Club any equipment or property provided to Club Members by the Club;
- 10.12.4 Shall cease to be entitled to any of the rights of a Club Member.

11. Subscription and Fees

- 11.1 The annual Membership fee will be set by the Committee prior to the commencement of the regular Dunedin Netball competition.
- 11.2 Any Club Member failing to pay the Membership fee within one month of the due date shall be considered as financial and shall have no Membership rights and shall not be entitled to participate in any Club activity or to access or use the Club's facilities or equipment until the Membership fee is received.
- 11.3 If such arrears are not paid within two months of the due date, the Committee may terminate the Club Member's Membership (without being required to give prior notice to that Member).

12. General Meeting

- 12.1 The Committee shall conduct General Meetings bi-monthly at such times and places and in such a manner as it may determine.
- 12.2 The Club Captain will chair the meeting. In their absence the Committee shall elect another Committee Member to chair that meeting.
- 12.3 The quorum for General Meetings is half of the Committee Members.

13. Annual General Meeting

- 13.1 The Annual General Meeting (AGM) will be held once a year between 1 September and 31 October.
- 13.2 The business of an AGM shall be to:
 - 13.2.1 Confirm the minutes of the previous Club AGM;
 - 13.2.2 Adopt the annual report/s on Club business;
 - 13.2.3 Adopt the Treasurer's report on the finances of the Club and the annual financial statements;
 - 13.2.4 Consider any Motions put forward;
 - 13.2.5 Consider any general business;
 - 13.2.6 To elect the officers of the Club Committee for the following year, outlining a handover process between current and new officers, which will include new signatories on the Club bank account.

14. Special General Meeting (SGM)

- 14.1 SGMs may be called at any time by the Committee by resolution.
- 14.2 The Committee must call a SGM if the Secretary receives a written request endorsed by 20 Club Members. Any resolution or written request must state the business that the SGM is to action.
- 14.3 The Rules relating to the procedure to be followed at GM shall apply to a SGM, and a SGM shall only consider and deal with the business specified in the Committee's resolution or the written request by Club Members for the Meeting.

15. AGM and SGM Procedures

- 15.1 The Committee shall give all Club Members at least 14 Clear Days' Notice through the normal manner of any AGM or SGM and an agenda of the business to be conducted at that meeting.
- 15.2 An AGM or SGMs business will not be invalidated because one or more Club Members do not receive the Notice
- 15.3 All Club Members may attend, speak and vote at AGMs or SGMs. This must be done in person (physically or remotely) or by proxy through the Secretary only.
- 15.4 Club Members should disclose any conflicts of interest and where they are conflicts abstain from voting.
- 15.5 The quorum for AGMs and SGMs is a minimum of eight Club Members or Committee Members. If within half an hour after the time appointed for the meeting a quorum is not present the meeting will be dissolved.
- 15.6 AGMs and SGMs may be held in person or remotely in a format that allows for maximum participation.
- 15.7 The Secretary shall keep a true record and account of the proceedings and meetings of the Club and the Committee.
- 15.8 All AGMs and SGMs will be chaired by the Club Captain. In their absence the Committee shall elect another Committee Member to chair that meeting.
- 15.9 The person chairing an AGM and SGM will have a casting vote in the case of equal votes on a motion.
- 15.10 Any person chairing an AGM or SGM may:
 - 15.10.1 Facilitate the Meeting agenda and business;
 - 15.10.2 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;

- 15.10.3 In the absence of a quorum or in the case of an emergency, adjourn the Meeting or declare it closed;
- 15.10.4 Any Club 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.

16. Meeting Minutes

- 16.1 All meeting minutes must be kept by the Secretary at all meetings. The AGM and SGM minutes are to be uploaded to the OUSA Clubs Portal.

17. Committee

The Club Committee is vital to the success of the Club. Club Committee are expected to understand their roles and responsibilities to the Club and Committee to fulfill those.

- 17.1 From the end of each AGM until the end of the next the Club shall be governed by the Committee,, which shall be accountable to the Club Members for the advancement of the Club's purposes and the implementation of resolutions approved by the Club.
- 17.2 At all times each Committee Member shall:
 - 17.2.1 Act in accordance with this constitution;
 - 17.2.3 Uphold their obligations to OUSA, as detailed in Club Related policy;
 - 17.2.4 Act in good faith and in what they believe to be the best interests of the Club;
 - 17.2.5 Prioritise Club Member safety and wellbeing;
 - 17.2.6 Disclose any conflicts of interest to the Club and Committee.
- 17.3 As an Unincorporated Society the Club is not a legal entity, therefore, the Committee may be held personally liable for any damages incurred by the Club.
- 17.4 The Committee will consist of a minimum of three Committee Members. The Committee will not exceed 12 Committee Members.
- 17.5 The Committee must have at least 1 Student.
- 17.6 Positions on the Committee include Club Captain, Secretary, Treasurer, and Grants Manager.
- 17.7 The Club will provide the Committee with descriptions of their roles.
- 17.8 The election of the Committee Members shall be conducted as follows:
 - 17.8.1 Committee Members shall be elected during the AGM. However, if an issue arises between AGMs, that vacancy shall be filled through an SGM election;
 - 17.8.2 Candidate nominations may be received from the floor at the AGM (or SGM). Every candidate for office shall be nominated at the meeting by one Member of the Club and seconded by another;

- 17.8.3 Votes shall be cast in such a manner as the person chairing the Meeting determines. However, voting should be anonymous, ethical and unprejudiced towards any candidate. In the event of any vote being tied, the tie shall be resolved by the incoming Committee (excluding those in respect of whom the votes are tied);
- 17.8.4 Two Club Members (who are not nominees) or non-Club Members appointed by the Club Captain shall act as scrutineers for the counting of the votes and destruction of any voting papers.
- 17.9 The term of office for all Committee Members shall be 1 year, starting from election at either an AGM or SGM to the next AGM.
- 17.10 Where a complaint is made about the actions or inaction of a Committee Member (in relation to their role) the Complaint Resolution process will be followed.
- 17.11 A Committee Member shall be deemed to have ceased to be a Committee Member if that person provides written resignation of their Committee role to the Secretary.
- 17.12 After ceasing Committee Membership the outgoing Committee Member will have 14 clear days to deliver to the Secretary all paperwork and other property of the Club held by such former Committee Member. If it's the Secretary who is departing, paperwork and property will go to the Club Captain.

18. The OUSA Affiliated Clubs Council

- 18.1 The Club Committee will appoint a Committee Member or Sub-Committee Member to represent the Club at the bi-annual OUSA Affiliated Clubs Council.

19. Sub-Committees

- 19.1 The Committee may appoint Sub-Committees consisting of such persons and for such purposes as it thinks fit. Unless otherwise resolved by the Committee:
- 19.2.1 The quorum for every Sub-Committee is half the members of the Sub-Committee;
- 19.2.2 No Sub-Committee shall have power to co-opt additional Club Members;
- 19.2.3 A Sub-Committee must not commit the Club to any financial expenditure;
- 19.2.4 A Sub-Committee must not further delegate any of its powers.
- 19.2 Subsidiary Clubs are bound by the rules of the Club but they themselves are not considered an OUSA Club.

20. Records

- 20.1 All Club records will be collected, stored and used in accordance with the New Zealand Privacy Act.



- 20.2 The Secretary shall keep an up-to-date record of Club Members on the Club Google Drive. Minimum requirements for the details of Club Members include full names, a contact number, email address and Student ID (if a Student).
- 20.3 All records will be stored in the Club Google Drive with only the Committee having access. Other than what's required by law no personal information will be released.
- 20.4 In accordance with the Privacy Act a Club Member may request Club information, in writing through the Secretary. The request must specify the information sought in sufficient detail to enable the information to be identified. The Club must within a reasonable time after receiving a request:
- 19.4.1 Provide the information or;
 - 19.4.2 Refuse to provide the information on Privacy grounds, the burden to the Club in responding is substantially disproportionate to any benefit the Club Member may receive from access or the request is deemed frivolous.

21. Finances

- 21.1 The Clubs financial year shall follow the Calendar year of 1 January – 31 December.
- 21.2 The funds and property of the Club shall be controlled by the Committee, subject to these Rules and devoted solely to the purposes of the Club.
- 21.3 The Treasurer will be delegated administrative financial responsibilities including:
- 20.3.1 Being a signatory of any Club bank accounts;
 - 20.3.2 Financial bookkeeping;
 - 20.3.3 Presenting Treasurers reports on the finances of the Club and the annual financial statements;
 - 20.3.4 Up keeping the Clubs asset register;
 - 20.3.5 Filing the Club's annual tax return to Inland Revenue.
- 21.4 In accordance with SBS requirements, all Committee Members are to be signatories on the Club bank account.

22. Complaint Resolution

In the case that a grievance or issue arises, all Club Members (including the Committee) are obliged to cooperate to resolve disputes efficiently, fairly and with minimum disruption to the Club's activities.

- 22.1 Should a grievance or an issue arise the Committee and or Club Members will follow the OUSA Resolution (and Complaints) Policy.
- 22.2 The OUSA Resolution (and Complaints) Policy provides guidance to resolve conflict and grievance internally, establishes thresholds where external intervention is advised or required, clarifies the process OUSA recommends and advises on various support services available.



- 22.3 Failing resolution through the OUSA Resolution (and Complaints) Policy, the Committee reserves the right to reprimand Club Members by way of restrictions to Membership benefits, Membership Suspension or Termination. This shall be done by passing a special resolution at a General Meeting and advising the member.
- 22.4 A reprimanded Club Member reserves the right to review through OUSA as described in the OUSA Resolution (and Complaints) Policy.

23. Dissolution

- 23.1 No Club funds or property will ever be transferred or awarded to Club Members.
- 23.2 The Secretary shall give written notice to all Club Members of a proposed dissolution or disaffiliation.
- 23.3 Club Members will have 14 Clear Days to refute the proposal which can be communicated by requesting an SGM.
- 23.4 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).
- 23.5 Upon dissolution or disaffiliation all remaining funds and property will be transferred to the OUSA. These will be held in trust for a period of six months. If a similar Club has not affiliated to OUSA in this period the funds and property will be awarded to OUSA to use at their discretion.
- 23.6 OUSA will deem the Club disaffiliated if the Committee cannot be contacted for a period of six months or more (using all practical means).

24. Constitution Amendments and Deviation

- 24.1 The Club may amend these rules at an AGM or SGM by special resolution.
- 24.2 Amendments must be ratified by OUSA and the Club must make clear to OUSA the proposed changes.
- 24.3 Only OUSA may approve deviations from this Constitution.