

# **Constitution for Otago University Ultimate Club Incorporated**

## **1. NAME**

The name of the incorporated society shall be “Otago University Ultimate Club Incorporated”, hereafter referred to as “Otago University Ultimate Club”.

## **2. REGISTERED OFFICE**

The registered office of Otago University Ultimate Club shall be at such place or places as determined by the Executive Team and as notified to the Registrar of incorporated societies as required.

## **3. OBJECTIVES**

Otago University Ultimate Club is a non-profit organisation established as a regional body for players and participants in the sport of Ultimate (known commonly as “Ultimate Frisbee”). The objects of Otago University Ultimate Club are:

- a. To provide opportunities for members to play, coach, train and participate in the sport of Ultimate;
- b. To encourage and develop elite performance in Ultimate;
- c. To encourage and enable member participation in Ultimate;
- d. To promote and support player development
- e. To support and assist in the development of Ultimate in the Otago region

## **4. POWERS**

### **4.1. The powers of Otago University Ultimate Club**

Otago University Ultimate Club, by and through its Executive Team, has power to do all things necessary, desirable, or convenient for the promotion of its objects and in particular may:

- a. Purchase, or lease, or acquire any other interests in, real or personal property;
- b. Raise money by subscriptions, levies or otherwise and grant to subscribers or contributors such rights and privileges as the Executive Team considers necessary;

- c. Borrow or secure the payment of money in whatever manner Otago University Ultimate Club thinks fit and mortgage or otherwise charge any property or interest of Otago University Ultimate Club;
- d. Enter into any contract or arrangements with any person or body;
- e. Invest, lend, or deal with money not immediately required for the purposes of Otago University Ultimate Club as the Executive Team may determine from time to time;
- f. Employ and remunerate officers and employees of Otago University Ultimate Club as the Executive Team sees fit;
- g. Invoke such disciplinary measures over members as specifically allowed by the regulations of Otago University Ultimate Club
- h. Encourage the playing of Ultimate free from the use of drugs in accordance with the Sports Anti-Doping Rules made by Drug Free Sport New Zealand (DFS) under the provisions of the Sports Anti-Doping Act 2006;
- i. Affiliate to other organisations in furtherance of the objects of Otago University Ultimate Club, in particular to New Zealand Ultimate Incorporated
- j. Make, alter or rescind bylaws and regulations as a separate document to these rules.

#### **4.2 Conditions on Borrowing**

The borrowing of money (otherwise than by temporary bank overdraft) or charging any property or interest of Otago University Ultimate Club, shall be made only pursuant to a resolution of a General Meeting.

#### **4.3 Independent Construction**

The objects and powers set out in this Constitution are to be constructed independently and are not to be limited by reference to any other objects or powers recorded in this constitution. Each of the objects and powers set out in this Constitution are independent objects and powers of Otago University Ultimate Club.

## 5. MEMBERSHIP

### 5.1. Membership Categories

The categories of membership of Otago University Ultimate Club (collectively called “members”) shall be:

1. Full Members as described in 5.4.1;
2. Associate Members as described in 5.4.2;
3. Such other categories as determined by the Executive Team

### 5.2 Eligibility for Membership

1. Membership will be split in to full and associate, which are defined as the following:
  - a. Full members - Otago University or Otago Polytech students who are studying in either first or second semester, and whose membership application (which can be in the way of being present at trainings, pick up or through an EOI) is approved by the executive team.
  - b. Associate members - Individuals whose membership is approved by the executive team
2. The Executive Team shall have sole discretion in determining an individual’s eligibility for membership.
3. The Executive Team may, at its sole discretion, review the membership eligibility of any individual following the end of a membership period as set out in 5.3.1.
4. The Executive shall act in the best interests of the club’s objectives in regard to membership eligibility.
  - 4.1. Any action undertaken by the OUUC Executive shall be communicated in an open and transparent manner.

### 5.3 Terms of Membership

1. Membership periods shall commence on 1 January end on 31 December of the same calendar year, or such other periods as determined by the Executive Team from time to time.
2. An Individual's membership shall commence:
  - a. On the day on which the individual's membership fee is received in full by Otago University Ultimate Club; or
  - b. On the first day of the first Membership period for which the individual has paid the required membership fee in full; or
  - c. On the day on which the individual's membership application has been approved by the Executive Team;

Whichever is the latter.

3. An Individual's membership shall cease:
  - a. At the conclusion of the latest membership period for which the individual has paid the required membership fee in full and for which the Executive Team has accepted the individual's application for membership; or
  - b. When the individual advises Otago University Ultimate Club in writing of their resignation as a member; or
  - c. When the individual is suspended or expelled from membership of Otago University Ultimate Club under 5.6;

Whichever is the earlier.

4. An individual who ceases to be a Member of Otago University Ultimate Club shall forfeit all rights in and claims upon Otago University Ultimate Club and its property, and shall not use any property of Otago University Ultimate Club, including Intellectual Property, without the express written permission of Otago University Ultimate Club.

#### **5.4 Rights of Members**

1. Full members are entitled to:
  - a. Play, if selected, for teams representing Otago in ultimate leagues, tournaments, and events in New Zealand and internationally, subject to the eligibility requirements imposed by those events, and subject to the discretion of the Executive;

- b. Attend training sessions where appropriate, and other activities organised by Otago University Ultimate Club, subject to the guidelines issued by the organisers of such activities;
  - c. Attend, speak, and vote at General meeting of Otago University Ultimate Club, as set out in section 7;
  - d. Such other rights as are accorded to Full Members by this Constitution
2. Associate members are entitled to:
- a. "Pick-Up", if selected, for teams representing Otago University Ultimate Club in Ultimate leagues, tournaments and events in New Zealand and internationally, subject to the eligibility requirements imposed by those events, on a limited number of occasions as determined by the Executive Team from time to time;
  - b. Attend and speak at General Meetings of Otago University Ultimate Club as set out in Section 7;
  - c. Such other rights as are accorded to Associate Members by this Constitution

## **5.5 Obligations of Members**

1. Members must always:
- a. Comply with and observe the Constitution of Otago University Ultimate Club;
  - b. Comply with determination, resolution, policy or regulation which may be made, passed or enacted by the executive team of Otago University Ultimate Club;
  - c. Comply with and observe any campaign agreement, or other agreement, entered into between the Member and Otago University Ultimate Club;
  - d. Meet all required deadlines for payment of membership fees, league fees, event fees and other monies due to Otago University Ultimate Club or its Officers or Members for participation in Otago University Ultimate Club Activities
2. Members must not, at any time:
- a. Act against the interests of Otago University Ultimate Club.
  - b. Use their membership of Otago University Ultimate Club for any purpose other than those specified in 5.4. (Rights of Members).

## 5.6 Suspension or Expulsion of Membership

1. Any member may be suspended or expelled from Otago University Ultimate Club by resolution of the Executive Team if:
  - a. Any fees or other payments to Otago University Ultimate Club or its Officers or Members for Otago University Ultimate Club activities are **overdue and outstanding** for a period **determined by the Executive and communicated to the member**, **provided** that before such suspension or expulsion can occur, Otago University Ultimate Club shall give the Member written notice specifying the payment(s) due and allowing the Member not less than seven (7) days from the date of such notice for payment to be made; or
  - b. The Member is in breach of their obligations under this constitution and, after having been given reasonable notice by the Executive Team, is unable or unwilling to remedy such breach; or
  - c. The Executive Team, after reasonable enquiry, considers that the member did not comply, or is unable to comply, with a reasonable Executive Team decision, or a Policy or Regulation of Otago University Ultimate Club, or any reasonable directions of the Executive Team.
2. Before any resolution is made under 5.6.1, the Member concerned shall be given seven (7) days notice by the Executive Team of the intended resolution, and shall have the right to be present, make submissions and be heard at the Executive Meeting at which the Resolution is to be determined.

## 5.7 Membership Fees

Membership Fees payable by each category of Member, and the applicable Membership Periods, shall be determined by the Executive Team, and shall be advised to the Members prior to the commencement of each Membership Period.

**It is to the Executive's discretion in the given calendar year whether or not to charge player membership fees.**

## 6. EXECUTIVE TEAM

### 6.1. Role of the Executive Team

The Executive Team is the governing body of Otago University Ultimate Club.

### 6.2. Membership of the Executive Team

6.2.1 The Executive Team shall consist of a core group consisting of the President, and two Vice-Presidents elected by the Annual General Meeting under Rule 6.3.1 ("Executive Members")

6.2.2 It is to the discretion of the Executive to appoint as many additional members of the General Executive as required to fulfill the needs of the club within the given calendar year.

6.2.3 The minimum number of Executive Members to conduct ordinary business shall be two (2). If at any time the number of Executive Members is less than two (2), the Executive Team may fill vacancies under rule 6.5, or may call a General meeting under Rule 7, but the Executive Team shall conduct no other business.

### 6.3. Election/Appointment of the Executive Team

1. The Executive Members shall be elected by a majority of those entitled to vote and present at an Annual General meeting, following nomination by at least one member of Otago University Ultimate Club. Election of Executive Members shall proceed according to the order of positions specified in 6.2.1.
2. Nominations for executive Members may be received in writing or orally by the Executive Team or any OUUC member not less than two (2) days prior to the date set for the Annual General Meeting at which the election is to take place or may be made from the floor of the Annual General Meeting.
3. In the case that no nominations are received for executive Members of Otago University Ultimate Club either in advance or from the floor of the AGM, the Chairperson of the AGM shall immediately declare the AGM adjourned to such later date and such time and place as determined by the Chairperson. After the

adjournment period, proceedings at the AGM shall commence again with the election of Executive Members under Rule 6.3.1.

4. **5.4.Term of Office of Executive Members**
  1. The term of office for Executive Members shall commence at the conclusion of the Annual General meeting at which they are elected, or on the day they are appointed under 6.5.1, and shall expire at the conclusion of the subsequent Annual General meeting.
  2. An Executive Member whose term of office expires shall, upon receipt by the Executive Team of a valid nomination, be eligible to stand for re-election under 6.3.1 without limitation.
  
5. **5.5.Vacancies on the Executive Team**
  1. Subject to 6.5.2, any vacancy in the Executive Team, which occurs during that Executive Member's term of office, may be filled by the Executive Team as the Executive Team sees fit.
  2. The term of office for the Executive Member appointed to fill such vacancy shall expire at the conclusion of the next Annual General Meeting.

6. **5.6.Rights of Executive members**

All Executive Members shall have the right to attend, speak and vote at all Executive Team meetings during their term of office.

7. **5.7.Powers of the Executive Team**

The Executive team shall have the power to:

- a. Develop and implement strategies, policies and procedures for carrying out the Objects of Otago University Ultimate Club;



- b. Develop and implement prudent policies to protect and enhance Otago University Ultimate Club's finances and property;
- c. Determine additional terms and conditions of membership of Otago University Ultimate Club beyond those specified in the Constitution;
- d. Determine the manner of payment and due dates for any membership fees, levies and/or subscription charges;
- e. Employ such Officers as the Executive Team sees fit, determine the terms and conditions of employment, and, if necessary, terminate such employment;
- f. Establish, appoint and determine the composition of subcommittees and/or entities from time to time for the purpose of advice on any aspect relating to the Objects of Otago University Ultimate Club;
- g. Appoint such persons as it considers appropriate to represent the Executive Team or any other Executive Team, entity or equivalent body as and when required, and if necessary, terminate such appointments;
- h. Establish such other committees and groups as it considers appropriate to assist it to carry out its responsibilities;
- i. Establish such corporate and other entities to carry on and conduct all or any part of the affairs of Otago University Ultimate Club;
- j. Co-opt, engage, contract, or otherwise agree to obtain assistance or advice of any person or organisation for the Executive Team;
- k. Delegate such powers as it considers appropriate to employees, committees or other groups appointed by it;
- l. Employ, engage, or otherwise appoint coaches, managers and other support personnel for Otago University Ultimate Club terms and activities, determine the terms and conditions of such appointments and, if necessary, terminate such appointments;
- m. Appoint such persons as it considers appropriate, determine the terms and conditions of such appointment, to committees, positions, and roles within Otago University Ultimate Club (except as otherwise specified in this Constitution) and, if necessary, terminate such appointment;
- n. Select Otago University Ultimate Club teams and squads;
- o. Subject to this constitution, fill vacancies of the Executive Team, any committees and other groups which are established by it;
- p. Resolve and determine disputes or matters not provided for by this constitution;
- q. Do all other acts and things which are within the Powers and Objects of Otago University Ultimate Club and which the Executive Team considers appropriate.

8. **17.8.Meetings of the Executive Team**

1. 17.8.1.The Executive Team shall meet at such places and times, and in such manner, as it shall determine (“Executive Meetings”)/
2. 17.8.2.The President shall chair Executive Meetings, or in his/her absence any other Executive Member determined by the Executive Team shall preside.
3. 17.8.3.A resolution in writing, signed or assented to by email or facsimile, or any other form of visible or other electronic communication by all the Executive Members shall be as valid and effectual as if it had been passed at a meeting of Executive Members. Any such resolution may consist of several documents in like form each signed by one or more Executive Members.
4. 17.8.4.A meeting of the Executive Team may be held where one or more of the Executive Members is not physically present at the meeting, provided that:
  - a. All persons participating in the meeting are able to communicate with each other effectively simultaneously whether by telephone or other form of communication;
  - b. If a failure in communications prevents Rule 6.8.4(a) from being satisfied and such failure results in the quorum not being met, the meeting shall be suspended until condition (a) is satisfied again or the meeting shall be deemed to have terminated or adjourned.
5. Any meeting held where one or more of the Executive Members are not physically present shall be deemed to be held at the place where the President is located; or if the President is absent, at the place where the Executive Member who presides at the meeting is located.
6. An Executive Member who is absent from two consecutive Executive Meetings without prior approval or without reasonable explanation shall be deemed to have vacated their office as an Executive Member.
7. The Executive Team must ensure that minutes are kept of all resolutions of the Executive Team.

9. **2.9.Voting at Executive Meetings**

1. Each Executive Member shall have one vote at Executive Meetings.

2. All decisions and resolutions of the Executive Team shall be determined by a simple majority of Executive Members present at the Executive Meeting.
3. The President shall not have a casting vote

10. **2.10.Quorum for Executive Meetings**

1. 2.10.1.The quorum for an Executive Meeting (including a meeting held under 6.8.4) shall be more than half of the total number of Executive Members.
2. 2.10.2.No business shall be transacted at an Executive Meeting unless or quorum is present.
3. 2.10.3.Those Executive Members who are not physically present, but who are participating in the Executive Meeting under Rule 6.8.4, shall be deemed to be present for the purposes of Rule 6.10.

11. **2.11.Disclosure of Interest**

1. 2.11.1.An executive Member who has a financial or property interest in a matter being considered, or about to be considered by the Executive Team shall, as soon as possible after becoming aware of such interest, disclose the nature of the interest to the Executive Team.
2. 2.11.2.Each such disclosure of interest shall be recorded in the minutes of the Executive Team and in a register maintained by the President (the “Conflict of Interests Register”). Unless the Executive Team resolves otherwise, the Executive Member having the interest shall not:
  - a. Be present during any discussion of the matter; or
  - b. Take part in any decision or Resolution of the Executive Team in relation to the matter.
3. Subject to Rule 6.11.4, an Executive member is taken to have an interest in a matter if:
  - a. The Executive Member has a direct or indirect pecuniary or property interest in the matter;

- b. The matter concerns a company or other organisation or group and the Executive Member is involved in the administration or financial affairs of that company, organisation or group; or
- c. The matter concerns a natural person and the member is related to, or involved in the affairs of that person.
  - 4. An Executive Member is not taken to have an interest in a matter by reason only that the matter concerns a sporting body (including any club, regional or national body) of which he or she is a member with which he or she is otherwise officially associated.

## 12. **3.12.Cessation of Executive Member**

An executive Member shall cease to hold office and shall be deemed to have retired if that Executive member:

- a. Resigns office;
- b. Becomes bankrupt or insolvent;
- c. Is convicted of an indictable offence;
- d. Becomes incapable of acting (in which case, and for the avoidance of doubt, a majority decision of two thirds of the Executive Team excluding the person being voted on shall be determinative); or
- e. Dies

## 7. **GENERAL MEETINGS**

### **7.1.Annual General Meeting**

- 1. The Annual General meeting (“AGM”) of Otago University Ultimate Club shall be held no later than 30 September in each calendar year.
- 2. The AGM shall be open to all members of Otago University Ultimate Club.

### 2. **7.2.Notice of AGM**

1. Not less than fourteen (14) days notice shall be given by the Executive Team to Members of:
  - a. The date and place for the AGM;
  - b. The agenda for the AGM; and
  - c. The closing date for nominations for Executive members.
2. The manner by which such notice shall be given shall be determined by the Executive Team.

### **7.3 Business of the AGM**

1. The agenda for every AGM shall include the following items:
  - a. The receipt of the Annual Report of the Executive Team including the Annual Financial Statement;
  - b. The election of Executive Members;
  - c. Any alterations to this Constitution.
2. Any Member wishing to move an item of business which involves any alteration to the Rules of Otago University Ultimate Club, or any alteration to any Policy or Regulation of Otago University Ultimate Club, or any other material notion, for discussion or for resolution at the AGM shall advise the Executive Team in writing not less than seven (7) days prior to the date of the AGM. Such notice shall include the full wording of any proposed motion to be tabled. Any items received under this clause 7.3.2, which are received by the Executive Team after the AGM agenda has been distributed under 7.3.1, shall be included in the AGM agenda as late items.
3. Notwithstanding Rule 7.3.2, items of general business, not on the agenda, may be moved at the AGM only if they involved no alteration to the Rules, Policies or Regulations of Otago University Ultimate Club. The Chair of the AGM shall have sole discretion as to the admissibility of any item of general business not on the agenda at the AGM.

#### **4. 3.4.Special General meetings**

1. A special General Meeting ("SGM") of Otago University Ultimate Club shall be called by the Executive Team if a written request is

received by the Executive Team, such request being signed by either:

- a. No fewer than three (3) Executive Members;
  - b. All the Executive Members, if there are fewer than three (3) Executive Members;  
or
  - c. No fewer than two thirds of the current Full Members of Otago University Ultimate Club
2. Any request for an SGM under 7.4.1 must clearly state the item(s) of business to be discussed at the SGM

5. **3.5. Notice of SGM**

1. Upon receipt of a request for SGM under 7.4.1, the Executive Team shall determine a date, place and time for the SGM to be held. Such date shall not be more than sixty (60) days following receipt of the request for SGM.
2. Not less than fourteen (14) days notice shall be given by the Executive Team to Members of:
  - a. The date and place for the SGM; and
  - b. The item(s) of business for the SGM
3. No other business may be transacted at an SGM except those item(s) of business identified in the written request received by the Executive Team under 7.4.1.

6. **2.6. Chairperson at General Meetings**

The President shall preside at General Meetings of Otago University Ultimate Club, or other such Executive Member as determined by the Executive Team. If no Executive Member is present at the General Meeting, then those Members present shall elect one of their number to preside

**2.7. Voting at General Meetings**

1. Each Full Member present at a General Meeting shall be entitled to one (1) vote. Associate Members may attend and speak to options, but are not entitled to vote.
2. Except for alterations to the Constitution (under Rule 9.1) and the appointment of a liquidator (under Rule 10), every question, matter or resolution shall be decided by a majority of those Full Members present and entitled to vote. In the case of an equality of votes, the Chairperson shall have a casting vote.
3. The method of voting at a General Meeting shall be as determined by the Chairperson.

## **2.8.Quorum at General Meetings**

1. at least eight (8) Full Member of Otago University Ultimate Club must be present to constitute a quorum at a General Meeting.
2. If, within thirty (3) minutes of the appointed commencement time of a General meeting, a quorum is not present, then:
  - a. In the case of an SGM, the meeting shall lapse;
  - b. In the case of an AGM, the meeting shall be adjourned to such other day and such other time and place as the Executive Team may determine.

## **8. FINANCES**

### **8.1.Financial Year**

The financial year of Otago University Ultimate Club shall commence on 1 July and end on 30 June of the following year and may be altered from time to time by the Executive Team.

### **8.2.Annual Report**

The Executive Team shall prepare an Annual Report for presentation to the AGM each year. The Annual Report shall contain:

- a. Such annual financial statements for the previous financial year as are required by the Incorporated Societies Act 1908 (the "Act") or by subsequent amendments and replacements to the Act;

- b. An annual report of the previous year's activities of Otago University Ultimate Club;
- c. Any other information which the Executive Team deems appropriate.

### **8.3.Bank Accounts**

1. Otago University Ultimate Club shall maintain at least one bank account, which shall be used for the operational finances of Otago University Ultimate Club Incorporated.
2. The Executive Team shall maintain a list of people able to sign cheques and withdrawal slips and approve electronic banking transactions (the "List of Signatories"). Persons on the List of Signatories must be current members of the Executive Team, or other such persons as approved by executive Resolution.
3. All bank accounts maintained by Otago University Ultimate Club shall require the authorisation of at least two persons on the List of Signatories for all transactions, including but not limited to written cheques, withdrawal slips, outgoing electronic transactions and transfers between Otago University Ultimate Club accounts.
4. Any member of the Executive Team not on the List of Signatories shall be provided access to details of all bank accounts maintained by Otago University Ultimate Club, including account balances and transaction histories. Such access may be provided electronically or in such other form as agreed by the Executive Team.

### **8.4.Budgets, Payments and Approvals**

1. Prior to the start of each financial year, the Executive Team shall prepare and approve a Budget which sets out the forecast income and expenditure for that financial year.
2. Expenditure by Otago University Ultimate Club which sits within an approved Budget may be authorised by persons on the List of Signatories in accordance with 8.3.3.
3. Any material alteration to approved Budgets, or any expenditure by Otago University Ultimate Club outside approved Budgets, shall require approval by Executive Resolution.



4. The Executive Team shall retain records of invoices or other equivalent documentation to support all outgoing payments made by Otago University Ultimate Club.

### **8.5.Application of Income**

1. The income and property of Otago University Ultimate Club shall be applied solely towards the promotion of the Objects of Otago University Ultimate Club.
2. Except as provided in this Constitution:
  - a. No portion of the income or property of Otago University Ultimate Club shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member, Executive Member or Officer; and
  - b. No remuneration or other benefit in money or money's worth shall be paid or given by Otago University Ultimate Club to any Member, Executive Member or Officer.
3. Nothing in Rules 8.5.2.a or 8.5.2.b shall prevent payment in good faith to any Member, Executive Team member or Officer for:
  - a. Any services actually rendered to Otago University Ultimate Club whether as an employee or otherwise;
  - b. Goods supplied to Otago University Ultimate Club in the ordinary and usual course of operation;
  - c. Interest on money borrowed from any Member, Executive Member or Officer;
  - d. Rent for premises demised or let by any Member, Executive Member or Officer to Otago University Ultimate Club
  - e. Any out-of-pocket expenses incurred by the Member, Executive Member or Officer on behalf of Otago University Ultimate Club for any other reason;

Provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

### **8.6.Common Seal**

1. Otago University Ultimate Club shall have a common seal.

2. The Executive Team shall determine when and by whom the common seal is to be used and make provision for its safe custody, subject to the Act.

## **9. MISCELLANEOUS**

### **9.1. Alteration to the Rules**

1. Subject to Rule 9.1.2, this constitution may only be amended, added to, or repealed by resolution of a two-thirds majority of those entitled to vote at a General Meeting of Otago University Ultimate Club.
2. No alteration to Rule 3 (Objects), Rule 8.5 (Application of Income) or Rule 10 (Winding Up) shall commence until approved by Inland Revenue. This Rule 9.1.2, and the effect of it, shall not be removed from this Constitution and shall be included and implied into any Constitution replacing this Constitution.
3. Notice of an intention to alter this Constitution must be given to Members no later than fourteen (14) days prior to a General Meeting.

### **2. 9.2. Policies and Regulations**

1. The Executive Team may determine and amend such Policies and Regulations as it considers necessary or desirable. Such Policies and Regulations must be consistent with the Objects of Otago University Ultimate Club.
2. All Policies and Regulations shall be binding on Otago University Ultimate Club and the Members.
3. All Policies, Regulations, and Amendments to them shall be advised to the Members in writing or electronically as approved by the Executive Team.

## **10. WINDING UP**

1. 10.1. Otago University Ultimate Club may be voluntarily wound up by a resolution passed in accordance with the provisions of the ACT.
  
2. 10.2. Upon appointment of a liquidator the relevant provisions of the Act shall apply to the liquidation of Otago University Ultimate Club
  
3. 10.3. Any surplus assets of Otago University Ultimate Club, after payment of all costs, debts and liabilities, shall be disposed of by distributing, giving or transferring them to some body or bodies in New Zealand having objects of Otago University Ultimate Club.
4. 10.4. The body or bodies in Rule 10.3 to whom surplus assets are distributed, given or transferred, must prohibit the distribution of its or their income and property among its or their members to at least the same or greater extent as is imposed on Otago University Ultimate Club under this Constitution. The body or bodies shall not be carried on for profit and shall have an approved tax exemption.
  
5. 10.5. The body or bodies in Rule 10.3 and 10.4 shall be determined by the Members in a General Meeting at or before the time of liquidation. If the members are unable to decide the body or bodies shall be determined by the liquidator.

## **11. DISPUTES AND MATTERS NOT PROVIDED FOR**

1. 11.1. Subject to Rule 11.2, if any dispute arises out of the interpretation of this Constitution or the Policies or Regulations of Otago University Ultimate Club, or any matter arises which is not provided for in this Constitution or the Policies

or Regulations, then such dispute or matter shall be referred in writing to the Executive Team, whose decision shall be final and binding.

2. 11.2. If the dispute or matter in Rule 11.1 is between the Executive Team and a Member, or between any one or more Executive Team members ("the Parties") the dispute or matter shall be resolved by the following process:
  - a. By the Parties acting in good faith to seek an agreement; or failing such agreement,
  - b. By a Party or the Parties appointing an independent third person to mediate between them; or failing such mediation,
  - c. By referring the dispute or matter to the Sports Tribunal of New Zealand in accordance with its rules and/or as directed by such Tribunal.

## 12. DEFINITIONS AND INTERPRETATION

**INTERPRETATION** – In this Constitution unless the context otherwise requires:

- a. **Defined Expressions:** expressions defined in the main body of this Constitution shall have defined meaning in the whole of this Constitution.
- b. **Headings:** rule and other headings are for ease of reference only and will not affect the interpretation of this Constitution.
- c. **Negative Obligations:** any obligation not to do anything will include an obligation not to suffer, permit or cause that thing to be done.
- d. **Plural and Singular:** words imparting the singular number will include the plural and vice versa.
- e. **Persons:** reference to persons will include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality.
- f. **Gender:** references to any gender include all genders.
- g. **Statutes and Legislation:** references to any statutory provision will include any statutory provision which amends or replaces it and any subordinate legislation made under it.

h. **Rules:** references to rules refer to Rules of this Constitution.

The words and phrases used in this Constitution shall mean as follows:

**“Act”** means the Incorporated Societies Act 1908 and its amendments

**“Annual Report”** means the report described under Rule 8.2

**“Annual General Meeting” or “AGM”** means the meeting of Members held annually as described in Rule 7.1

**“Associate Member”** has the meaning given to it in the Rule 5.4.2

**“Budget”** means the document setting out forecast income and expenditure as described in Rule 8.4.

**“Chairperson”** means the person presiding at a General Meeting, as defined in Rule 7.6

**“Executive Team”** means the Executive Team as defined in Rule 6.2

**“Executive Meeting”** means a meeting of the Executive Team of Otago University Ultimate Club held under Rule 6.8

**“Executive Resolution”** means a duly carried resolution of the Executive Team

**“Constitution”** and **“this Constitution”** means the Constitution of Otago University Ultimate Club Incorporated

**“General Meeting”** means the Annual General Meeting or a Special General Meeting of Otago University Ultimate Club Incorporated held respectively under Rule 7.1 or Rule 7.4

**“General Resolution”** means a resolution passed at a General meeting of Otago University Ultimate Club Incorporated

**“Executive Member”** means a person elected to the Executive Team under Rule 6.3.1 or appointed under Rule 6.5.1

**“Full Member”** has the meaning given to it in the Rule 5.4.1

**“Members”** means the members of Otago University Ultimate Club as described in Section 5

**“New Zealand Ultimate Incorporated”** means New Zealand Ultimate Incorporated, the governing body for the sport of Ultimate in New Zealand, or its successor or equivalent body

**“Otago University Ultimate Club”** means Otago University Ultimate Club Incorporated and includes its officers, employees, executive Members and agents

**“Objects”** means the objects of Otago University Ultimate Club described in Rule 3

**“Officer”** means a person appointed by the Executive Team to carry out a role or roles relating to the Objects

**“Pick-Up”** means to play for an Otago University Ultimate Club team in local or national leagues, tournaments or other Ultimate events on an occasional basis as defined in Rule 5.4

**“Policy”** means a policy of Otago University Ultimate Club, determined by the Executive Team under Rule 9.3

**“Regulation”** means a regulation of Otago University Ultimate Club, determined by the Executive Team under Rule 9.3

**“Rule”** means a rule of this Constitution

**“Sports Tribunal of New Zealand”** means the tribunal established by Sport New Zealand under the Sport and Recreation Act 2002 to hear and determine sports related disputes, including appeals

**“Ultimate”** and **“Ultimate Frisbee”** means the game of Ultimate played under rules published by WFDF from time to time, or any other similar or modified Ultimate game.

**“WFDF”** means the World Flying Disc Federation, the international governing body of flying disc sports, or its successor or equivalent body.

### **13. LIABILITY**

- a. Individuals participating in OUUC affiliated activity, both social and sporting, agree to act responsibly and within their own and the Club’s best interests at all times.
- b. Individuals acknowledge that Ultimate Frisbee involves the real risk of serious injury, over-exertion, dehydration or other accidents. Individuals accept full responsibility for managing these risks and any outcomes.
  - i. The Executive shall act within their means on best Humanitarian grounds to ensure that individuals shall receive necessary assistance at any time as a member of OUUC, in relation to OUUC affiliated activities.
- c. Individuals additionally agree not to financially sue OUUC in the event of any injury that occurs at OUUC affiliated events.

