



CATEGORY: CLUBS AND SOCIETIES
LAST MODIFIED: 06/11/2008
VERSION NO.: 3
FIRST RATIFIED: 13/05/2008
LAST RATIFIED: 02/03/2010
REVIEW DATE: 01/04/2012

1. PURPOSE

- 1.1. This policy has been established to regulate the relationship between the Otago University Students' Association (OUSA) and the organisations affiliated to it under section 18 of the OUSA Constitution ("OUSA Constitution") as well as the process of affiliation to OUSA.
- 1.2. Where any document regarding OUSA affiliated organisations refers to section 57 of the OUSA Constitution, it shall now be interpreted as referring to this policy document.

2. INTERPRETATION

- 2.1. In this policy, unless the context otherwise requires –
 - club** shall mean an organisation affiliated, or wishing to affiliate, to OUSA.
 - external body** means any organisation not either affiliated to OUSA or an organ thereof.
 - OPSA member** means an individual enrolled in study at Otago Polytechnic.
 - OUSA Club Development Officer** means the individual occupying, in accordance with OUSA employment practice, the position of Club Development Officer.
 - OUSA Clubs and Societies Representative** means the individual occupying, in accordance with clause 31.1.8 of the OUSA Constitution, the position of Clubs and Societies Representative on the OUSA Executive.
 - OUSA Finance and Services Officer** means the individual occupying, in accordance with clause 31.1.2 of the OUSA Constitution, the position of Finance and Services Officer on the OUSA Executive.
 - written notification** means a notice given in writing and includes an electronic notice via email.

3. EXECUTIVE GUIDELINES

- 3.1. When affiliating a Club, the OUSA Executive shall have regard to the following –
 - 3.1.1. In accordance with clause 18.3.1 of the OUSA Constitution, ensuring that the Association's investment in affiliated Clubs (whether financial or otherwise) benefits primarily Association members;
 - 3.1.2. In accordance with clause 18.3.2 of the OUSA Constitution, ensuring that the affiliated Club does not pose a risk, whether financial or otherwise, to the Association;
 - 3.1.3. In accordance with clause 18.3.3 of the OUSA Constitution, ensuring that the objectives of the Club shall not, in any significant way, contradict the objectives of the Association;
 - 3.1.4. Ensuring that the Association is meeting the goal outlined in clause 3.1.2 of the OUSA Constitution, namely the fostering of recreation and culture within the University environment.
 - 3.1.5. The desirability of encouraging and maintaining Clubs that meet the demands of students on campus;
 - 3.1.6. The desirability of a diverse range of Clubs on campus.
 - 3.1.7. The existence of SGM motion 20/01, stating "That the OUSA Executive affiliate only one Sporting Club in each Sporting Code per year."
- 3.2. The guidelines outlined in clause 3.1 of this Policy shall be subject to the discretionary power of the Executive, as outlined in clause 4.1 of this Policy.

4. POWERS OF THE ASSOCIATION

- 4.1. The affiliation of any Club is subject to the overall discretion of the Executive.
 - 4.1.1. The Executive may at their discretion affiliate Clubs that fail to meet one or more of the Affiliation Requirements in this Policy.
 - 4.1.2. Where aforementioned discretion is exercised, the Executive may impose any conditions upon the Club that it deems appropriate.
- 4.2. With respect to any affiliated Club, the Executive may by ordinary resolution:
 - 4.2.1. Authorise the Club to collect a subscription or levy and determine its amount, frequency or any other condition of the levy;
 - 4.2.2. View the Club's accounts and financial statements including asset registers and membership lists;
- 4.3. With respect to any affiliated Club, where there is reasonable grounds for concern, the Executive may, by ordinary resolution:
 - 4.3.1. Appoint either a committee or the OUSA Club Development Officer ("CDO") to conduct an examination of the affairs of the Club and to report thereon to the Executive;
 - 4.3.2. Convene a Special General Meeting of the Club for any purpose;
 - 4.3.3. Appoint a temporary Club Committee to replace the regular Club Committee for such time and with such powers as the Executive may determine;
- 4.4. Disaffiliate the Club.

5. AFFILIATION REQUIREMENTS

- 5.1. No Club formed for the pecuniary gain of its members may be affiliated to OUSA.
 - 5.1.1. Affiliated Clubs may make payment as reasonable remuneration to any servant or officer of the Club or the payment of reasonable expense to any authorised representative or delegate of the Club.
 - 5.1.2. Reasonable remuneration as defined in clause 5.1.1 shall not exceed market rates for the provision of equivalent goods or services.
 - 5.1.3. Affiliated Clubs must meet the current requirements of the Inland Revenue Department.
- 5.2. The Executive shall not affiliate a Club unless:
 - 5.2.1. The Constitution of the Club has been approved by the OUSA Finance and Services Officer ("FSO") in consultation with the OUSA Clubs and Societies Representative;
 - 5.2.2. The appropriate affiliation forms have been completed;
 - 5.2.3. The OUSA FSO has approved the accounts of the Club or has sighted evidence of sufficient auditing, where appropriate;
 - 5.2.4. The Club's membership list and asset list have been completed;
 - 5.2.5. The Club has at least ten (10) members:
 - 5.2.5.1. The Club, through provision in its Constitution, may reserve the right to enforce a minimum membership in excess of ten (10).
 - 5.2.6. The Club meets the following standards of student membership:
 - 5.2.6.1. For Clubs with forty (40) or fewer members, no fewer than 75 percent of the members of the Club shall be OUSA or OPSA members.
 - 5.2.6.2. For Clubs with more than forty (40) members, but fewer than one hundred members, no more than ten (10) members of the Club shall be neither OUSA nor OPSA members.
 - 5.2.6.3. For Clubs with one hundred (100) or more members, no fewer than 90 percent of the members of the Club shall be OUSA or OPSA members.
 - 5.2.7. The Club, through provision in its Constitution, may reserve the right to enforce a student membership quota in excess of the standards specified in clause 5.2.6 of this policy,
 - 5.2.8. An Affiliation Conflict Management Schedule has been submitted to the OUSA FSO, where the Club is already affiliated to another body. Such affiliation is declared in light of section 8 of this Policy.

- 5.3. All prescriptions contained in clause 5.2 shall be subject to the discretionary power of the Executive outlined in clause 4.1.

6. AFFILIATED CLUBS

- 6.1. With respect to the Constitution of an affiliated Club:
- 6.1.1. Proposed amendments to the Constitution shall be approved by the OUSA Financial Services Officer prior to ratification at a General Meeting of the Club.
 - 6.1.1.1. Once ratified at a General meeting of the Club, the new Constitution must be submitted to the OUSA Executive and approved by ordinary resolution.
 - 6.1.2. The Constitution of the Club shall be subject in all respects to the OUSA Constitution and shall be void and of no effect to the extent of their conflict with the OUSA Constitution.
 - 6.1.3. Where the OUSA Constitution is not expressly mentioned in the Constitution of the Club, the provisions of the OUSA Constitution shall be read into the document.
- 6.2. With respect to the membership of an affiliated Club:
- 6.2.1. The Club and its members present and future shall be bound by the rules of OUSA, and every such Club and all such members shall be so bound in all respects.
 - 6.2.2. The Club will be bound by all OUSA ethical standards and the University of Otago's Ethical Behaviour Policy, to the extent that this policy does not contradict OUSA's official stance.
 - 6.2.3. Where a member of the Club is expelled, there shall be a right of appeal to the OUSA Executive.
- 6.3. With respect to the financial matters of an affiliated Club:
- 6.3.1. Clubs shall supply a set of financial records for the previous financial year within a month of the records being accepted by the Club's Annual General Meeting.
 - 6.3.2. Any individual of an affiliated Club, believing any levy or subscription charged by the club to be excessive or unwarranted, shall have the right of appeal to the OUSA executive.
 - 6.3.3. The OUSA Executive, on hearing any appeal, may use the powers provided under clause 4.2.1 to provide a remedy.
- 6.4. Affiliated Clubs shall properly address the issue of risk management and whether risk management plans are needed.
- 6.5. All promotional material produced by affiliated Clubs using the OUSA logo shall use the logo in accordance with the rules of OUSA.
- 6.6. Affiliated Clubs shall supply a Continuing Affiliation Form annually by a date set by the CDO.
- 6.7. With respect to the Continuing Affiliation of the Club the following must be supplied:
- 6.7.1. A completed Continuing Affiliation Form;
 - 6.7.2. A copy of the last Annual General Meeting minutes;
 - 6.7.3. A current membership list;
 - 6.7.4. A current asset inventory;
 - 6.7.5. A Bank Authority Form if the club operates a bank account. This must be updated each time the Clubs signatories change, and shall only be used by OUSA in conjunction with clause 9.2.
 - 6.7.6. On the satisfactory submission of the Form, the Club shall receive written notification that the submission has been successful.
- 6.8. Affiliation shall lapse for any Club that, in the opinion of the OUSA Executive, fails or ceases to comply with this Policy, or with section 18 of the OUSA Constitution.

7. LIABILITIES INCURRED

- 7.1. The Club shall not enter into any loan agreement of a value greater than NZ\$1000 without approval by ordinary resolution of the OUSA Executive.
- 7.2. OUSA shall not be responsible for any liabilities or debts incurred by the Club without ordinary resolution of the OUSA Executive.
- 7.3. Should any liability or debt be incurred without such authority the liability shall rest solely with the person(s) who incurred it.

8. AFFILIATION TO OTHER BODIES

- 8.1. Clubs affiliated to OUSA are permitted to be affiliated to an external body, subject to the conditions within this section.
- 8.2. Affiliation to an external body must in no way jeopardise the Club's ability to comply with any of the provisions set out in the OUSA Constitution.
- 8.3. An Affiliation Conflict Management Schedule shall be submitted to the OUSA FSO:
 - 8.3.1. Where the Club wishes to become affiliated to OUSA, and is already affiliated to an external body;
 - 8.3.2. Where the Club is already affiliated to OUSA, and wishes to affiliate to an external body;
 - 8.3.3. Where the Club is already affiliated to OUSA and an external body, and has not previously submitted a Conflict Management Schedule;
 - 8.3.4. Where conflicts identified in a Club's previously submitted Affiliation Conflict Management Schedule have changed.
- 8.4. The Affiliation Conflict Management Schedule shall:
 - 8.4.1. Detail the possible conflicts which may arise between the Club's respective duties to OUSA and any other body;
 - 8.4.2. Detail what action shall be taken should a conflict arise; and
 - 8.4.3. State that when affiliating to another body that the other body's constitution must be supplied to OUSA.
- 8.5. The OUSA FSO shall consider all Affiliation Conflict Management Schedules submitted, and shall subsequently make recommendations to the OUSA Executive. The OUSA Executive may, by resolution, waive any of a Club's obligations under section 9 of this policy.

9. DISAFFILIATION AND DISSOLUTION

- 9.1. A Club may disaffiliate from OUSA at any time by notifying the OUSA CDO of such disaffiliation in writing.
 - 9.1.1. Such notification shall provide reasons for why the Club is disaffiliating from OUSA.
 - 9.1.2. Notification shall be provided along with General Meeting minutes approving such action.
- 9.2. If a Club's committee members are unable to be contacted using all reasonable means for a period of six months the Club shall be deemed to be dissolved.
- 9.3. Upon the dissolution of any affiliated Club all funds and assets shall be distributed as stated in the Club's constitution.
- 9.4. Upon the dissolution of any Club that has not stated in their Club constitution how funds and assets are to be distributed:
 - 9.4.1. All funds and assets after the debts of the Club have been cleared shall be held in trust by OUSA until a similar Club is formed and affiliated to OUSA; and
- 9.5. If, after a reasonable period of time, no similar Club is formed and affiliated to OUSA, the OUSA Executive may donate all funds and assets to a charitable organization.

10. BENEFITS OF AFFILIATION

- 10.1. When affiliated the Club can expect to receive the following in return for their compliance with the rules of OUSA:
 - 10.1.1. Access to recurrent weekly bookings at the Clubs and Societies Centre (including dance studio, car maintenance shed, sauna) and other campus facilities.
 - 10.1.2. Access to the Clubs and Societies minivan for regular or casual bookings.
 - 10.1.3. Access to the Club Committee Room which includes a computer, printer, photocopier, fax machine and work space for Club committee members.
 - 10.1.4. Access to a pigeonhole at Clubs and Societies Centre for the delivery of mail.
 - 10.1.5. Access to a domain name on the OUSA website.
 - 10.1.6. Access to a Club email address plus virus protection on OUSA computers.
 - 10.1.7. Access to financial assistance from OUSA by way of grants, subsidies for USNZ UNI games and training opportunities.
 - 10.1.8. Use of Clubs and Societies notice boards.
 - 10.1.9. Use of lockers or cupboard space if required.

- 10.1.10. Listing on Clubs and Societies website OUSA Wiki.
- 10.1.11. Insurance cover under OUSA's policy.
- 10.1.12. Free participation in Clubs Day.
- 10.1.13. Free participation in OUSA Market Days for club purposes in consultation with OUSA Events.
- 10.1.14. Access to OUSA Events for guidance on planning and running events.
- 10.1.15. Eligibility for an Otago University Students' Association Blue or Gold Clubs Award.
- 10.1.16. The right to vote on the Affiliated Clubs' Council.
- 10.1.17. Any other benefits the OUSA Executive sees fit to confer.

11. RELATED POLICIES, PROCEDURES AND FORMS

- I. OUSA Constitution.
- II. OUSA Grants Policy.
- III. OUSA Affiliated Clubs' Council Policy.