

# Matagouri Rural Health Club Constitution

First adopted: 17 September 2023

Last ratified: 21 March 2024

## 1. Name

- 1.1. The name of this Club is ‘Matagouri Rural Health Club’ (MRHC), referred to as “The Club” in this Constitution.

## 2. Affiliation

- 2.1. MRHC will be affiliated to the OUSA.
- 2.2. MRHC and Club Members will uphold its obligations as specified in the OUSA Club Related Policy.
- 2.3. This Constitution is subject to the Constitution and Rules of the OUSA and is void and of no effect to the extent it conflicts with the Constitution and Rules of the OUSA.
- 2.4. Regardless of affiliation status, MRHC always remains its own separate legal entity to the OUSA.

## 3. Objects

- 3.1. To promote and sustain interest in rural health amongst students in health professions during their undergraduate training.
- 3.2. To support rural students and those interested in rural health.
- 3.3. To foster a positive relationship between various health professions.

## 4. Non-profit Status

- 4.1. MRHC will act as a non-profit unincorporated society.
- 4.2. MRHC must not operate for the purpose of, or with the effect of, any Member of MRHC deriving any personal financial gain from membership or activities of the Club.

## 5. New Zealand Law

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

## 6. Powers

- 6.1. MRHC is not authorised to borrow money.
- 6.2. MRHC is not authorised to employ permanent staff. However, MRHC may temporarily employ any person for any purpose associated with the objects of MRHC and pay reasonable remuneration to such persons.

- 6.2.1. Members shall not receive remuneration merely by reason that any Member of MRHC derives pecuniary gain from MRHC by way of salary as the servant or officer of MRHC.
- 6.2.2. No MRHC Member, or any person associated with a Member, shall participate in or materially influence any decision made by MRHC in respect of the payment to or on behalf of that Member or associated person of any income, benefit, or advantage whatsoever.
- 6.2.3. Any such remuneration shall be reasonable and relative to that which would be paid in any arm's length transaction (being the open market value).
- 6.3. MRHC may charge membership fees to Club Members to cover operational costs of the Club. These fees should be fixed for the membership period.
- 6.4. Additional fees may be charged for activities that are not covered in the membership in a user-pays manner.
- 6.5. MRHC may apply the income, assets, and property of MRHC towards the promotion of MRHC and the furtherance of the aforementioned objects.
- 6.6. MRHC may reimburse Club Members for reasonable expenses legitimately incurred on behalf of the Club while pursuing the Club's objects.

## **7. Membership**

- 7.1. MRHC shall consistently maintain a minimum number of 10 Club Members. 90% or more of Club Members will be students.
- 7.2. Gender, age, disability, race, culture, religious background, and sexual orientation will not inhibit the ability for individuals to become a Member.
- 7.3. Membership is only open to individuals who:
  - 7.3.1. Are studying towards degrees of Bachelor of Medicine and Bachelor of Surgery (MB ChB) at the University of Otago, including the study of a Bachelor of Medical Sciences with Honours (BMedSci(Hons)) or other academic studies approved by The Medical School and accelerated Doctorate of Philosophy (PhD).
  - 7.3.2. Are at least in their second year of medicine or above.
- 7.4. MRHC may alter, add to, or rescind the aforementioned prerequisites or conditions on Club membership by ordinary resolution at a formal Meeting.
- 7.5. Membership is granted when:
  - 7.5.1. The individual meets any MRHC Member prerequisites;
  - 7.5.2. The individual completes the membership registration form;
  - 7.5.3. Any membership fees have been paid;
  - 7.5.4. In registering, the Club does not exceed the 10% threshold for non-students.
- 7.6. MRHC may decline an application for membership when:

- 7.6.1. The requirements of 7.2 or 7.4 are not met, or;
- 7.6.2. Any other reason that does not contravene this Constitution or the OUSA Rules.
- 7.7. All Members are bound by the OUSA Club Conduct Policy.
- 7.8. Membership does not permit any MRHC Member having ownership rights to MRHC's income, assets, or property.
- 7.9. A Member is only entitled to exercise the rights of membership if all relevant fees have been paid to MRHC by the due date.
- 7.10. A Member ceases membership by notice to the Secretary, or on termination of a membership following a dispute resolution process under these Rules.
- 7.11. The Executive Committee may suspend or expel any Member of MRHC for conduct that brings MRHC into disrepute. Suspension or expulsion must be on reasonable grounds.
- 7.12. A Member who resigns or whose membership is terminated under these Rules:
  - 7.12.1. Remains liable to pay any outstanding MRHC fees;
  - 7.12.2. Shall cease to hold themselves out as a Member of MRHC;
  - 7.12.3. Shall return to MRHC any equipment or property provided to Members by the Club;
  - 7.12.4. Shall cease to be entitled to any of the rights of a Club Member.
- 7.13. Any former Member may apply for re-admission in the manner prescribed for new applicants and may be re-admitted only by resolution of the Executive Committee.

## **8. Subscription**

- 8.1. No membership fee is required to become a Member of MRHC.
- 8.2. If this becomes subject to change, the membership fee structure must be agreed upon during a formal Meeting, with subsequent clauses added to the Constitution.

## **9. Meetings**

- 9.1. Meetings may be held in-person or remotely, in a format that allows for maximum participation.
- 9.2. MRHC will hold an Annual General Meeting in the second university semester of each calendar year.
- 9.3. The Annual General Meeting will address the following business:
  - 9.3.1. Confirm the minutes of the previous MRHC Annual General Meeting;
  - 9.3.2. Presentation of annual report/s on MRHC business;
  - 9.3.3. Presentation of annual financial statements by the Treasurer;
  - 9.3.4. Consider any motions put forward;
  - 9.3.5. Consider any general business;

- 9.3.6. Elect the Officers of the MRHC Executive Committee for the following year, outlining a handover process between current and new Officers, which will include new signatories on the bank account;
- 9.3.7. Any other resolution put to the Meeting.
- 9.4. The Executive Committee shall conduct General Meetings at least every 2 months during the academic year, at such times and places that it deems appropriate.
- 9.5. Special General Meetings may be called at any time by the Executive Committee. If 10 or more MRHC Members request a Meeting, the Executive Committee will be obliged to call a Special General Meeting within a reasonable timeframe. Any resolution or written request must state the business that the SGM is to address.
- 9.6. The Rules relating to General Meeting procedure shall apply to a Special General Meeting. A Special General Meeting shall only consider and address the business specified in the Executive Committee's resolution, or the written request by MRHC Members for the Meeting.
- 9.7. The Committee shall provide all Members at least 14 clear days' notice of any Annual General Meeting or Special General Meeting and the business to be conducted at that Meeting.
  - 9.7.1. An Annual General Meeting or Special General Meeting's business will not be invalidated because 1 or more Members do not receive notice.
- 9.8. 5 MRHC Members will constitute a quorum at General Meetings.
- 9.9. 8 MRHC Members will constitute a quorum at Annual General Meetings and Special General Meetings if MRHC membership is less than 100 Members. 15 MRHC Members will constitute a quorum if MRHC 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.
- 9.10. All Members may attend, speak, and vote at Annual General Meetings or Special General Meetings. This must be done personally, or by proxy through the Secretary only.
- 9.11. Members should disclose any conflicts of interest and, where there are conflicts, abstain from voting.
- 9.12. The President will act as chairperson of all Meetings. If the President is absent, the Vice President shall chair. In the absence of the President and Vice President, another Member of the Executive Committee will be appointed as chairperson.
  - 9.12.1. The person chairing a Meeting will have a casting vote in the case of equal votes on a motion.
  - 9.12.2. The person chairing a Meeting will facilitate the Meeting agenda and business, and has the authority to maintain decorum.

- 9.13. The Secretary, or in their absence another Member of the Executive Committee, will keep detailed minutes of all Meetings. Minutes will be made available to all MRHC Members.

## **10. The Executive Committee**

- 10.1. The Executive Committee is vital to the success of MRHC. Executive Committee Members are expected to understand their roles and associated responsibilities to MRHC, and commit to fulfilling those.
- 10.2. From the end of each Annual General Meeting until the end of the next Annual General Meeting, MRHC shall be governed by the Executive Committee. The Executive Committee shall be accountable to the MRHC Members for the advancement of MRHC's objectives, and the implementation of resolutions approved by the Club.
  - 10.2.1. It is expected that outgoing Executive Committee Members will facilitate a reasonable hand-over period with incoming Executive Committee Members.
- 10.3. The Executive Committee will consist of a minimum of 4 Committee Members, who are MRHC Members themselves.
- 10.4. Positions on the Executive Committee will include President, Vice President, Secretary, and Treasurer.
- 10.5. MRHC will provide the Executive Committee with descriptions of their roles.
- 10.6. At all times each Executive Committee Member shall:
  - 10.6.1. Act in accordance with this Constitution;
  - 10.6.2. Uphold their obligations to the OUSA, as detailed in the OUSA Club Related Policy;
  - 10.6.3. Act in good faith, and in what they believe to be the best interests of MRHC;
  - 10.6.4. Prioritise MRHC Member safety and wellbeing;
  - 10.6.5. Disclose any conflicts of interest to the Club and Executive Committee.
- 10.7. The election of the Executive Committee Members shall be conducted as follows:
  - 10.7.1. Committee Members shall be elected during the Annual General Meeting. However, if a position arises between Annual General Meetings, that vacancy shall be filled through a Special General Meeting election.
  - 10.7.2. Candidates must advise the Secretary of their nomination, in writing prior to the Annual General Meeting (or Special General Meeting). If there are insufficient nominations received, further nominations may be received from the floor at the Annual General Meeting (or Special General Meeting).

- 10.7.3. Votes shall be cast in such a manner as the person chairing the Meeting determines. 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 Executive Committee, excluding those in respect of whom the votes are tied.
- 10.7.4. 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.
- 10.8. Should a grievance or an issue arise, the Executive Committee and/or MRHC Members will follow the OUSA Resolution (and Complaints) Policy.
- 10.9. An Executive Committee Member shall be deemed to have ceased to be an Executive Committee Member if that person ceases to be an MRHC Member or provides written resignation of their Executive Committee role to the Secretary.
- 10.10. After ceasing Executive Committee Membership, the outgoing Executive Committee Member will have 14 days to deliver to the Secretary all paperwork and other property of MRHC held by such former Executive Committee Member. If the Secretary is departing, paperwork and property will go to the President.

## **11. Records**

- 11.1. All MRHC records will be collected, stored, and used in accordance with the New Zealand Privacy Act.
- 11.2. The Secretary shall keep an up-to-date record of Club Members. Minimum requirements for the details of Club Members include full names, student ID number, and email address.
- 11.3. All records will be stored appropriately. No personal information will be released, further to what is required by law.
- 11.4. In accordance with the Privacy Act, a 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. MRHC must within a reasonable time after receiving a request:
  - 11.4.1. Provide the information, or;
  - 11.4.2. Refuse to provide the information on Privacy grounds, the burden to the Club in responding is substantially disproportionate to any benefit the Member may receive from access, or the request is deemed frivolous.

## **12. Finances**

- 12.1. MRHC's financial year shall mirror the Inland Revenue Department's financial year of 1 April to 31 March of the following year.

- 12.2. The income, assets, and property of MRHC shall be controlled by the Executive Committee, subject to these Rules and devoted solely to the objects of MRHC.
- 12.3. The Treasurer will be delegated administrative financial responsibilities, including:
  - 12.3.1. Being a signatory of any Club bank accounts;
  - 12.3.2. Financial bookkeeping;
  - 12.3.3. Presenting Treasurer's reports on the finances of MRHC and the annual financial statements;
  - 12.3.4. Up-keeping MRHC's asset register.

### **13. Dissolution**

- 13.1. No MRHC income, assets, or property will ever be transferred or awarded to MRHC Members.
- 13.2. The Secretary shall give written notice to all Members of a proposed dissolution or disaffiliation.
- 13.3. When possible, a Meeting will be held to determine the dissolution of MRHC.
- 13.4. Club Members will have 14 days to refute the proposal, which can be communicated by requesting a Special General Meeting.
- 13.5. The Club may dissolve or disaffiliate from the OUSA at any time by notifying the OUSA in writing and advising of reasoning. Notification will accompany reasoning and evidence that dissolution or disaffiliation has been notified to Club Members with the opportunity to respond.
- 13.6. Upon dissolution or disaffiliation, all remaining MRHC funds and property will be retained in the Club's bank account, which can be accessed by the Treasurer on dissolution. If in 3 years' time a similar club has not affiliated to the OUSA, the funds and property will be awarded to a charity or organisation that aligns with the values of MRHC. The charity or organisation will be determined by a majority during the dissolution period.

### **14. Amendment of Rules**

- 14.1. The Club may amend these rules at any formal Meeting by special resolution.
- 14.2. A resolution altering, adding to, or rescinding this Constitution must be passed by a two-thirds majority of those present and voting.
- 14.3. Only the OUSA may approve deviations from this Constitution.