



# Constitution of OUISA

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## **1. NAME OF CLUB**

- 1.1 The name of the Club shall be the Otago University Indian Students Association

## **2. DEFINITION AND INTERPRETATION**

- 2.1 'OUSA' refers to the Otago University Students' Association Inc.
- 2.2 'ISA' refers to the Indian Students Association
- 2.3 'The rules of OUSA' refers to the OUSA Constitution and Policy or resolutions as set by the SGM or the OUSA Executive.
- 2.4 Ordinary Resolution refers to a motion requiring a majority positive vote to pass.
- 2.5 Special Resolution refers to a motion requiring a two-thirds majority positive vote to pass.
- 2.6 The ISA Committee shall, subject only to the OUSA Executive, be the sole authority for the interpretation of these rules. The decisions of the ISA Committee shall be binding, subject only to the right of appeal to the OUSA Executive.
- 2.7 These rules are to be read in conjunction with the OUSA Affiliation policy.
- 2.8 This constitution is subject to the rules of OUSA and shall be void and of no effect to the extent of their conflict with the rules of OUSA.

## **3. OBJECTIVES OF THE ISA**

- 3.1 The objectives of OUISA shall not, in any significant way, contradict the objectives of OUSA.
- 3.2 OUISA is a non-profit community association.
- 3.3 The objectives of the ISA shall be: to promote Indian culture to all students of OUSA/OPSA community.

## **4. POWERS OF OUSA WITH RESPECT TO ISA**

- 4.1 Affiliation to OUSA shall not limit or affect the rights and powers of OUSA or any of its committees in respect of any matter.
- 4.2 The OUSA Executive may, at any time, by ordinary resolution:



# Constitution of OUISA

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- 4.2.1 Inspect the ISA's financial records, asset register, and membership list;
  - 4.2.2 Appoint a committee to conduct an examination of the affairs of ISA and to report thereafter to the OUSA Executive;
  - 4.2.3 Convene a Special General Meeting of ISA for any purpose;
  - 4.2.4 Appoint a temporary ISA Committee to replace the regular ISA Committee for such time, and with such powers, as the OUSA Executive may determine;
  - 4.2.5 Disaffiliate ISA.

## 5. POWERS OF THE ISA

- 5.1 ISA is not formed for the pecuniary gain of its members.
  - 5.1.1 ISA may make payment as reasonable remuneration to any servant or officer of ISA or the payment of reasonable expense to any authorised representative or delegate of ISA.
  - 5.1.2 Any member may receive full reimbursement for all expenses properly incurred by that member in connection with the affairs of ISA. ISA may pay reasonable and proper remuneration to any member of the ISA in return for services actually rendered to ISA. Provided however that any member, or any person associated with a member, who is to receive remuneration in accordance with this clause shall not by virtue of that member's capacity in any way determine or materially influence the amount of the remuneration to be paid.
  - 5.1.3 No member of the organization or any person associated with a member shall participate in or materially influence any decision made by the organization in respect of the payment to or on behalf of that member or associated person of any income, benefit, or advantage whatsoever. The provisions and effect of this clause shall not be removed from this document, and shall be included and implied into any document replacing this document.
  - 5.1.4 Reasonable remuneration shall not exceed market rates for the provision of equivalent goods or services.

## 6. AFFILIATION

- 6.1 ISA shall be affiliated to OUSA.
- 6.2 ISA and its members present and future shall be bound by the rules of OUSA, and be bound in all respects. Where the OUSA constitution is not expressly

## Constitution of OUISA

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mentioned in the constitution of ISA, the provisions of the OUSA constitution shall be read into the document.

6.3 ISA's affiliation to OUSA shall automatically lapse if ISA fails or ceases to comply with the OUSA Affiliation Policy or Section 18 of the OUSA Constitution and Rules.

6.4 ISA shall not become affiliated to or in any way connected with any other organisation without the consent of the OUSA Executive.

6.4.1 Any affiliation to any other body entered into without the OUSA Executive's consent shall be null and void.

### **7. LIABILITIES INCURRED BY ISA**

7.1 ISA 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 ISA.

### **8. MEMBERSHIP**

8.1 ISA shall, in normal circumstances, have no less than 90% of total membership comprised of OUSA/OPSA members.

8.2 ISA shall in normal circumstances have no less than ten members.

8.3 Membership of ISA shall be open to all members of OUSA/OPSA.

8.4 Membership can be restricted to a subsection of OUSA/OPSA members provided that the restrictions do not contravene the laws of New Zealand.

8.5 Persons shall become members of ISA when an application for membership is given in writing to the ISA Committee and accompanied with the annual subscription fee (if applicable).

8.6 ISA shall only levy upon its members such fees or subscriptions as have been ratified by the AGM of ISA.

8.7 Any member of ISA who does not pay any required subscription within one calendar month of joining shall not be permitted to exercise the privileges of membership until the subscription is paid.

8.8 Membership shall be deemed to continue until a formal resignation is received by the ISA Committee.



## Constitution of OUISA

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- 8.9 An ISA member may not be suspended or expelled unless the committee resolves to do so by special resolution.
    - 8.9.1 The suspended member will be relieved of any powers and responsibilities and is not permitted to attend ISA activities.
    - 8.9.2 A special general meeting must be called within three months to expel the member or the suspension lapses.
  - 8.10 The following procedure must be used to expel an ISA member:
    - 8.10.1 Written notice of any meeting regarding the expulsion and of the basic allegations and charges against the member must be received in person 30 days prior to the meeting taking place.
    - 8.10.2 That a special general meeting is called which the member to be expelled may attend in person, or submit in written form, grounds for his or her defence.
    - 8.10.3 The motion to expel an ISA member must be passed by special resolution.
    - 8.10.4 That the member is informed in writing of the decision of the meeting and the length of his or her expulsion.
  - 8.11 Where a member of the Club is expelled, that member shall have the right of appeal to the OUSA Executive.

### 9. AGM AND SGM PROCEDURES

- 9.1 The Committee shall give all Members at least 14 Clear Days' Notice of any AGM or SGM and the business to be conducted at that meeting.
- 9.2 An AGM or SGM's business will not be invalidated because one or more Members do not receive the notice.
- 9.3 All Members may attend, speak and vote at AGM's or SGMs. This must be done in person (physically or remotely) or by proxy through the Secretary only.
- 9.4 Members should disclose any conflicts of interest and where they are conflicts abstain from voting.
- 9.5 The quorum for AGM's and SGM's is a minimum of eight Members if the ISA Membership is less than 100 Members, or, 25% 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.
- 9.6 AGM's and SGM's may be held in person or remotely in a format that allows for maximum participation.
- 9.7 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.



## Constitution of OUISA

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- 9.8 The person chairing an AGM and SGM will have a casting vote in the case of equal votes on a motion.
  - 9.9 Any person chairing an AGM or SGM may:
    - 9.9.1 Facilitate the Meeting agenda and business;
    - 9.9.2 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;
    - 9.9.3 In the absence of a quorum or in the case of an emergency, adjourn the Meeting or declare it closed;
    - 9.9.4 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.

### 10. ISA OFFICERS AND THEIR ELECTION

- 10.1 The management and control of the ISA shall be deputed to the officers of the club who represent the Committee of the ISA
- 10.2 The Committee of the Club shall consist of a maximum of 17 people, being President(s) (maximum of 2 people), Vice President, Secretary, Treasurer, Media & Marketing Manager, and General Executives (maximum of 12 people) all of whom shall be elected at the Annual General Meeting (AGM).
- 10.3 Every candidate for office shall be nominated at the meeting by one member of ISA and seconded by another.
- 10.4 Every member present at the meeting shall be entitled to one vote.
- 10.5 In the event of two or more candidates receiving an equal number of votes, the chair of the meeting shall have a second or casting vote to be used at their discretion.
- 10.6 The ISA Officers shall hold office for one year following their appointment or until an officer resigns.
  - 10.6.1 Such resignation shall be effective immediately upon receipt in writing by the committee.



# Constitution of OUISA

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10.6.2 If a vacancy on the ISA Committee occurs during the year, providing that a quorum remains, the ISA Committee may appoint any member to fill such a vacancy unless it has occurred due to a no confidence vote.

10.6.3 If a vacancy occurs due to a no confidence vote then section 10 of this constitution applies.

## 11. THE ISA COMMITTEE

11.1 The ISA Committee shall have full power at its meetings to deal with all matters relating to the objectives of ISA

11.1.1 Any matters relating to the interpretation of these rules;

11.1.2 Except where power is vested in ISA at a general meeting.

11.2 All decisions shall be valid and binding on the members, only so far as they do not conflict with these rules, the rules of OUSA, or decisions of the OUSA Executive.

11.3 The ISA Committee shall meet at such times as it deems fit.

11.4 The President(s), or in their absence, any member appointed by the ISA Committee, shall, in the case of an equality of votes, have a second or casting vote at all ISA Committee meetings to be used at their discretion.

11.5 The quorum for the ISA Committee meetings shall be at least half of the ISA Committee members.

11.6 Up to two members of the ISA Committee shall be elected to represent the ISA on the OUSA Affiliated Clubs Council.

## 12. FINANCE, PROPERTY AND RECORDS OF ISA

12.1 The funds of ISA shall be in the control of the ISA Committee, which will depute the Treasurer to manage them.

12.2 The Treasurer shall also:

12.2.1 Keep a true record and account of all the receipts and payments of ISA including bank statements;

12.2.2 Prepare the statement of accounts and balance sheet for the financial year;

12.2.3 Keep the ISA's asset register up to date.



# Constitution of OUISA

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12.2.4 Produce all records at the request of any member, or at the request of OUSA

12.3 The Secretary shall:

12.3.1 Keep a true record and account of the proceedings and meetings of ISA and the ISA Club Committee;

12.3.2 Keep a correct and up to date membership list;

12.3.3 Conduct and archive all correspondence relating to the ISA.

12.3.4 Produce all records at the request of any member, or at the request of OUSA

## 13. DISAFFILIATION OF THE CLUB FROM OUSA

13.1 ISA may disaffiliate from OUSA at any time by notifying the CDO in writing.

13.1.1 Such notification will provide reasons for why ISA is disaffiliating from OUSA.

13.1.2 Notification will be provided by supplying the ISA's AGM Minutes to that effect.

## 14. DISSOLUTION OF THE CLUB

14.1 If the ISA's committee members are unable to be contacted using all possible means for a period of six months the club will be deemed to be dissolved.

14.2 Upon winding up or dissolution of the ISA:

14.2.1 If upon the winding up or dissolution of ISA there remains, after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the organization but shall be given or transferred to some other organization or body having objects similar to the objects of the first organization, or to some other charitable organization or purpose, within New Zealand

14.2.2 All funds remaining after debts have been cleared will be distributed to The New Zealand Red Cross

14.2.3 All assets will be distributed to Red Cross Shop, St Andrews Street, Dunedin, New Zealand.

## 15. AMENDMENT OF THIS CONSTITUTION

15.1 Proposed amendments to the constitution of ISA must be ratified at ISA's General Meeting

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- 15.2 No addition to or alteration of the aims/objectives, powers of the ISA clause or the dissolution clause shall be approved without the approval of Inland Revenue. The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document
- 15.3 These rules can only be added to, repealed or amended by special resolution at an Annual or Special General Meeting of ISA, provided that no resolution shall be deemed to have passed unless:
- 15.3.1 14 days notice of the proposed amendment has been given;
- 15.3.2 Once ratified at a General Meeting of ISA, the new constitution shall take effect.

### **16. Wellness Officer**

- 16.1 The Association shall establish the role of Wellness Officer, whose purpose is to support the welfare and wellbeing of Members within both academic and social environments. The Wellness Officer shall work in collaboration with the Executive to promote safe, inclusive, and culturally sensitive practices across events and initiatives.
- 16.2 Where possible, the Wellness Officer shall coordinate and deliver a mandatory hybrid wellness workshop at the beginning of each academic semester, ensuring accessibility for all students, including those unable to attend in person.
- 16.3 The Wellness Officer shall report directly to the President and work closely with the ISA Committee to ensure welfare priorities are integrated into the Association's programmes. The Wellness Officer shall also provide a written report on activities and outcomes at each Executive meeting, and present a summary at the Annual General Meeting of the Association.
- 16.4 The general duties of the Wellness Officer shall include, but not be limited to:
- 16.4.1 liaising with the University's Student Support Services and relevant external organisations on matters of student wellbeing;
- 16.4.2 advising the Executive on welfare-related policy and practice;
- 16.4.3 promoting awareness of health, safety, and wellbeing resources available to students;
- 16.4.4 supporting safe social environments through proactive campaigns and initiatives;
- 16.4.5 acting as a point of contact for students seeking guidance on welfare concerns, and ensuring appropriate referrals to professional services where required.