Otago Humble Society of University Pot Stirrers Constitution

First adopted: 26 October 2026

Last ratified: 26 October 2026

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1. Name

The name of this club is Otago Humble Society Of University Pot Stirrers (OHSOUPS) (in this constitution referred to as the "Club").

2. Purpose

2.1. The primary purpose of the Club is to:

2.1.1. To stir the pot and spread the humble joy of soup!

2.1.2. Democratise accessible meal options and resist neoliberal food distribution systems (and the Patriarchy behind them) through collective community contribution, food waste reduction, and the nourishment of students across Otākou Whakaihu Waka with flair.

2.2. The Club must not operate for the purpose of, or with the effect of any Club Member deriving any personal financial gain from membership or activities of the Club.

2.3. The Club must govern and operate within the confinements of OUSA rules.

2.4. The Club must uphold the principles of Te Tiriti o Waitangi to the best of its ability.

2.5. The Club must uphold the principles of The Paris Agreement & Nuclear Free New Zealand to the best of its abilities.

2.5.1. The Club must oppose intercontinental ballistic missiles (ICBMs) and other nuclear ordnance to the best of its abilities.

3. Definitions

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

3.1. 'Executive' refers to the Club's governing body.

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3.2. ‘Motion’ refers to putting forward an item to be decided on through voting. The decision of that motion becomes a “resolution”.

3.3. ‘Ordinary resolution’ refers to a motion that requires and has been passed by a majority vote.

3.4. ‘OUSA’ refers to the Otago University Students’ Association.

3.5. ‘OUSA rules’ refers to any policy ratified by OUSA categorized as a Clubs and Societies Policy. This includes but is not limited to the Club Affiliation Policy, the Club Conduct Policy, the OUSA Affiliated Clubs and Societies Sexual Misconduct Policy, and the OUSA Resolution (and Complaints) Policy.

3.6. ‘Special resolution’ refers to a motion that requires and has been passed by a two thirds majority vote.

3.7. ‘Student’ refers to any person who is currently a student at the University of Otago or Otago Polytechnic.

4. Affiliations

4.1. The Club will be affiliated to OUSA for the following tertiary year.

4.2. The Club and Members will comply with OUSA rules.

4.3. Failure of the Club or Members to comply with OUSA rules may result in OUSA applying temporary or permanent sanctions, including but not limited to suspending Membership, withdrawing benefits of affiliation, and supervision of club governance and operations.

4.4. The Club constitution is subject to OUSA rules.

4.5. OUSA reserve the sole right to interpret this constitution and authorise any deviations.

4.6. The Club shall not become affiliated to or in any way connected with any other organisation without the consent of OUSA.

4.7. All affiliations must be detailed in the Club constitution.

4.8. Regardless of affiliation status, the Club remains its own separate legal entity.

4.9. The Club Executive will appoint a Club Member to represent the Club at the bi-annual OUSA Affiliated Clubs Council.

5. New Zealand Law

5.1. Nothing in this Constitution authorises the Club to do anything illegal. This extends to acts, regulations, by-laws or otherwise.

5.2. At no time does OUSA accept liability on behalf of the Club.

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

6. Address

6.1. 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.

7. Powers

7.1. The Club may expend funds consistent with this constitution and devoted solely to the purposes of the Club, including the purchase of assets.

7.2. The Club may reimburse Club Members for reasonable expenses legitimately incurred on behalf of the Club while pursuing the Club's purposes.

7.3. The Club may charge membership fees to Club Members to cover operational costs of the Club, in accordance with clause 9.2.

7.4. The Club may charge additional fees for activities in a user-pays manner.

7.5. The Club is not authorised to borrow money in any capacity.

7.6. The Club is not authorised to employ staff.

MEMBERSHIP

8. Members

8.1. The Club shall maintain a minimum number of 10 Members.

8.2. At least 90% of Members must be Students.

8.3. Gender, age, disability, race, culture, religious background and sexual orientation will not inhibit the ability for individuals to become a Member.

8.4. An individual becomes a Member when they have:

8.4.1. met any Member pre-requisites;

8.4.2. completed the membership registration form; and

8.4.3. paid the membership fee, if applicable.

8.5. The Club may decline an application for membership when:

8.5.1. the requirements of clause 8.4 are not met; or

8.5.2. for any other reason that does not contravene this Constitution or OUSA rules.

8.6. Membership does not result in any Member having ownership rights to Club funds, equipment or property.

8.7. All Members shall promote the interests and purpose of the Club and must not bring the Club or OUSA into disrepute.

9. Fees

9.1. A 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.

9.2. The annual membership fee will be set by special resolution at a General Meeting.

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

9.4. If such arrears are not paid within two months of the due date, the Executive may terminate the Member's membership (without being required to give prior notice to that Member).

9.5. The Executive may decide what access or use Members have to any facilities or equipment the Club own, including any conditions of and fees for such access or use.

10. Ceasing to become a member

10.1. A Member ceases membership:

10.1.1. by providing notice of resignation to the Secretary; or

10.1.2. upon termination of membership following a dispute resolution process in accordance with clause 17.

10.2. A Member who resigns or whose membership is terminated under this constitution:

10.2.1. remains liable to pay any outstanding fees and debts;

10.2.2. shall return to the Club any equipment or property provided to Members by the Club; and

10.2.3. shall cease to be entitled to any of the rights of a Member.

GENERAL MEETINGS

11. Annual General Meetings

11.1. The Annual General Meeting (AGM) will be held once a year between 1 September and 31 October.

11.2. The business of an AGM shall be to:

11.2.1. confirm the minutes of the previous General Meeting;

11.2.2. adopt the annual report/s on Club business;

11.2.3. adopt the annual financial statements;

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11.2.4. consider any motions put forward;

11.2.5. consider any amendments to the constitution;

11.2.6. consider any general business; and

11.2.7. elect the members of the Executive for the following year.

12. Special General Meetings

12.1. A Special General Meeting (SGM) may be called at any time by the Executive.

12.2. The Executive must call a SGM within 14 days if the Secretary receives a written request signed by a quorum of Members.

12.3. Any resolution or written request must state the business that the SGM is to action.

12.4. The rules relating to the procedure to be followed at a General Meeting shall apply to an SGM.

12.5. An SGM shall only consider and deal with the business specified in the Executive's resolution or the written request by Members for the Meeting.

13. General Meeting Procedures

13.1. The Executive shall give all Members at least 14 days' notice of any AGM and the business to be conducted at that meeting.

13.2. The Executive shall give all Members at least 7 days' notice of any SGM and the business to be conducted at that meeting.

13.3. Notice may be given through post, phone, or electronic means (including email).

13.4. If notice has been given in good faith, the Meeting and its business will not be invalidated because one or more Members do not receive the notice.

13.5. Any Member may request that a motion be voted on at a General Meeting by giving notice to the Secretary at least 7 days before that meeting. The Member may speak to that motion in the meeting to provide context before voting.

13.6. All Members may attend, speak and vote at General Meetings.

13.7. The quorum for General Meetings is a minimum of:

13.7.1. eight Members where membership is less than 50 Members; or

13.7.2. 20% of Club Membership where membership is greater than or equal to 50 Members.

13.8. General Meetings may be held in person or remotely in a format that allows for maximum participation.

13.9. The Secretary is responsible for keeping minutes at General Meetings.

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13.10. All General Meetings will be chaired by the President. If the President is absent, they shall appoint another Executive Member to chair that meeting.

13.11. The chairperson may:

13.11.1. open the meeting with a symbolic stirring of the pot.

13.11.2. facilitate a pronoun round of all attendees where possible.

13.11.3. facilitate the Meeting agenda and business;

13.11.4. 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;

13.11.5. In the absence of a quorum or in the case of an emergency, adjourn the Meeting or declare it closed;

13.12. The chairperson of a General Meeting will have a casting vote in the case of equal votes on a motion.

THE COMMITTEE

14. Election of Executive Members

14.1. Executive Members shall be elected during the AGM. However, if a vacancy arises between AGMs, that vacancy shall be filled through an SGM election.

14.2. Votes shall be cast in such a manner as the chairperson determines. Voting must be fair, ethical, and unprejudiced towards any candidate.

14.3. In the event of a vote being tied, the tie shall be resolved by the chairperson, provided they are not a candidate in the vote. If they are, the tie shall be resolved by the most senior Executive Member who is not a candidate in the vote.

14.4. The President shall appoint a non-Member or Member not nominated for an Executive role to act as a scrutineer for the counting of the votes and destruction of any voting papers.

15. The Executive

15.1. The Club shall be governed by the Executive, which may exercise all the powers of the Society, except those that must be exercised at General Meetings of the Society.

15.2. At all times each Executive Member shall:

15.2.1. act in accordance with the Club's Purpose and this constitution;

15.2.2. uphold their obligations to OUSA, as detailed in the OUSA rules;

15.2.3. never use any form of generative artificial intelligence;

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15.2.4. act in good faith and in the best interests of the Club; and

15.2.5. prioritise Member safety and wellbeing;

15.3. Executive Members must be Members of the Club.

15.4. Executive Members may be held personally liable for any damages incurred by the Club.

15.5. The Executive must consist of at least 66% Students.

15.6. The Executive shall hold Executive meetings at least once monthly at such times and places and in such a manner as it may determine.

15.7. The President will chair Executive meetings. In their absence, they shall elect another Executive Member to chair that meeting.

15.8. The term of office for all Executive Members shall start from their election at either an AGM or SGM to the end of the next AGM.

15.9. Where a complaint is made about the actions or inaction of an Executive Member, the OUSA Resolution (and Complaints) process will be followed.

15.10. An Executive Member shall be deemed to have ceased to be an Executive Member if that person ceases to be a Member or provides written resignation of their Executive Role to the Secretary.

16. Executive Member positions and duties

16.1. Positions on the Executive include the President, Vice President, Secretary, Treasurer, Events Officer, Marketing and Social Media Officer, and General Executive.

16.1.1. General Executive position is subject to interest and may be left unfilled if no one is nominated.

16.2. The President is responsible for the overall affairs and management of the Club, including:

16.2.1. providing strategic leadership and directing policy implementation;

1.1.1. overseeing the long-term planning and general administration of all Club activities;

1.1.2. being a signatory of any Club bank accounts;

1.1.3. maintaining health and safety requirements;

1.1.4. calling and chairing executive meetings;

1.1.5. liaising with external parties; and

1.1.6. stirring the pot.

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16.3 The Vice President is responsible for assisting the president in affairs and management of the Club, including:

16.2.2. assuming the duties of the President and stirring the pot in their absence;

16.2.3. supporting the President in liaising with external parties and managing member inquiries;

16.2.4. assisting in the coordination of executive meetings and tracking the progress of committee action items;

16.2.5. coordinating the regular quiz team; and

16.2.6. being a signatory of any Club bank accounts.

16.4 The Secretary is responsible for managing the administration of the Club, including;

16.4.1 Booking the venue for all meetings;

16.4.2 recording minutes of all executive and General meetings;

16.4.3 communicating the agenda of General Meetings and distributing minutes to anyone who wishes to read them;

16.4.4 communicating all soup flavours and event menus ahead of time; and

16.4.5 keeping an up-to-date register of Members, including a register of paid membership tiers.

16.5 The Treasurer is responsible for overseeing the finances of the Club, including:

16.5.1 Managing the collection of membership fees;

16.5.2 processing reimbursements for authorized club expenses;

16.5.3 coordinating grant applications;

16.5.4 ensuring sufficient utensils and napkins as required;

16.5.5 financial bookkeeping;

16.5.6 presenting the Treasurer's report on the finances of the Club and the annual financial statements;

16.5.7 maintaining the Club's asset register; and

16.5.8 being a signatory of any Club bank accounts.

16.6 The Marketing and Social Media Officer is responsible for the promotion of the Club, including:

16.6.1 developing and executing marketing strategies to promote Club events and increase membership;

16.6.2 designing of membership cards;

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16.6.3 managing the Club's social media accounts and all digital communications with members;

16.6.4 spread the good humble word of soup far and wide; and

16.6.5 coordinating the design and distribution of promotional materials and event advertising.

16.7 The Events Officer is responsible for organising both free and paid member events, including:

16.7.1 Assisting Vice President in coordinating the regular quiz team;

16.7.2 planning member only events and workshops;

16.7.3 creating run sheets and coordinate event volunteers;

16.7.4 liaising alongside the President with relevant external parties;

16.7.5 helping the secretary with booking appropriate event spaces; and

16.7.6 organise celebratory soup events.

16.8 The Cultural Officer is responsible for facilitating a safe, welcoming club culture that is accessible for all students, including:

16.8.1 assisting Events Officer in creating a welcoming and supportive atmosphere;

16.8.2 designing the Executive uniform;

16.8.3 writing OHSOUPS histories and storing soup-related archival materials;

16.8.4 drafting reports on OHSOUPS efforts in upholding The Paris Agreement, Nuclear Free New Zealand, Te Tiriti o Waitangi, and progress on feminist goals for all General meetings;

16.8.5 and creating and auditing Club traditions to ensure accessibility and welfare.

16.9 The General Executive is responsible for assisting the Executive committee, including;

16.9.1 Aiding the operational setup and breakdown of club events;

16.9.2 sharing and consuming as much soup as individually viable;

16.9.3 holding responsibilities allocated by the President based on the incumbent's strengths; and

16.9.4 supporting the engagement and inclusion of all club members.

OTHER MATTERS

17 Dispute Resolution

17.3 Should a grievance or an issue arise, the Executive and/or Members will follow the OUSA Resolution (and Complaints) Policy.

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17.4 The OUSA Resolution (and Complaints) Policy:

17.4.1 provides guidance to resolve conflict and grievance internally;

17.4.2 establishes thresholds where external intervention is advised or required; and

17.4.3 clarifies the process OUSA recommends and advises on various support services available.

17.5 Failing resolution through the OUSA Resolution (and Complaints) Policy, the Club reserves the right to reprimand Club Members including but not limited to restrictions to membership benefits, membership suspension, or membership termination. This shall be done by passing a special resolution at a General Meeting and advising the member.

17.6 A reprimanded Club Member reserves the right of review through OUSA as described in the OUSA Resolution (and Complaints) Policy.

18 Dissolution and Disaffiliation

18.3 The Secretary shall give notice to all Members of a proposed dissolution or disaffiliation.

18.4 Club Members will have 14 days to refute the proposal by requesting an SGM and passing a special resolution not to dissolve or disaffiliate.

18.5 The Club may dissolve or disaffiliate from OUSA by notifying OUSA in writing with reasons behind dissolution or disaffiliation, and evidence that the proposal was notified to Members at least 14 days prior.

18.6 OUSA will deem the Club dissolved if the Executive cannot be contacted for a period of six months or more (using all practical means).

18.7 Upon dissolution, all remaining funds and property will be transferred to OUSA. These will be held on trust for six months. If a similar Club has not affiliated to OUSA within six months, the funds and property will be awarded to OUSA to use at their discretion.

18.8 Upon dissolution and six month holding period at OUSA, all non-perishable food items and funds will be donated to food banks where possible by OUSA at their discretion.

18.9 In the event of dissolution, no Club funds or property will ever be transferred or awarded to Club Members.

19 Amendments

19.3 The Club may amend this constitution at an AGM or SGM by special resolution.

19.4 Notice of proposed amendments must be given at least 3 days before any General Meeting at which the meeting is proposed, unless there is a special resolution to allow consideration of the amendment.

19.5 OUSA has the power to amend this constitution, with the approval of the Executive.

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