

# ***Club Affiliation Policy***

Category: Recreation

Version 14

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## **1. Purpose**

- 1.1. To explain and regulate the relationship between the Otago University Students' Association (OUSA) and Affiliated Bodies according to section 32 of the OUSA Constitution.
- 1.2. OUSA recognises and values the positive outcomes structured Clubs can bring to the student body. As such, in affiliating to OUSA these groups are offered a range of support from OUSA.

## **2. Interpretation**

- 2.1. In this policy, unless the context otherwise requires:
  - 2.1.1. CDO is the OUSA Clubs Development Officer.
  - 2.1.2. Club means any club, society, union or other collective body affiliated to OUSA under the Constitution.
  - 2.1.3. OUSA means the Otago University Students' Association;
  - 2.1.4. Executive means the OUSA Executive

## **3. Affiliation Requirements**

- 3.1. The objectives and actions of the Club must remain consistent with the OUSA Constitution.
- 3.2. Affiliated OUSA Clubs must meet particular conditions but remain their own separate legal entities.
- 3.3. The Club must primarily benefit students.
- 3.4. Club membership must be at least 90% University of Otago Students and/or Otago Polytechnic Students.
  - 3.4.1. An exemption to clause 3.4. may be granted at the discretion of the Clubs Development Officer (CDO) or Executive.
- 3.5. The Club Executive must be at least two-thirds University of Otago and/or Otago Polytechnic students.
- 3.6. The Club must:
  - 3.6.1. Not pose a risk to, or bring the Association into disrepute;
  - 3.6.2. Be distinctly different from those already affiliated;
  - 3.6.3. Not be formed for the financial gain of its members; and;
  - 3.6.4. Be lawful in all respects.
- 3.7. The Club must have:
  - 3.7.1. An OUSA Club Constitution;
  - 3.7.2. A full membership list, of at least ten (10) members which includes full names, and student identification numbers;
  - 3.7.3. Minutes of an Inaugural General Meeting (IGM) with the adoption of the Club name and constitution and election of officers as a minimum; and;
  - 3.7.4. Any other documentation the OUSA Executive or the CDO deem necessary.
- 3.8. The affiliation of any Club is subject to the overall approval of the OUSA Executive
  - 3.8.1. Affiliation may be accepted, declined, or deferred at the discretion of the OUSA Executive

## **4. Affiliation to Other Bodies**

- 4.1. Where affiliation does not jeopardise the Club's ability to comply with the OUSA Constitution, Clubs may affiliate to an external body,
- 4.2. The acceptance of this is at the discretion of the OUSA Executive. A statement of explanation and any other relevant documents as requested must be provided.

## **5. Continuing Affiliation Requirements**

- 5.1. Clubs who wish to continue their affiliation must apply to re-affiliate each year by the date stipulated by the CDO.
  - 5.1.1. Affiliated Club Executive members have a responsibility to be communicative with the CDO regarding any major changes to the Club.
- 5.2. Clubs who wish to re-affiliate must provide the following:
  - 5.2.1. Minutes of the Annual General Meeting (AGM) which must include: a written financial report, a President's report and the election proceedings of the Club Executive;
  - 5.2.2. An updated Membership List for the Club, with full names and student identification numbers included;
  - 5.2.3. Updated contact details of the Club Executive;
  - 5.2.4. Any other details reasonably requested by the CDO.
- 5.3. At their discretion, the CDO and Clubs Representative may impose additional requirements on a Club to re-affiliate.

## **6. Powers of the Association**

- 6.1. With respect to any affiliated Club, where there are reasonable grounds for concern and/or a breach of this policy the CDO and Clubs Representative may:
  - 6.1.1. Request additional information from the Club;
  - 6.1.2. Convene a Special General Meeting of the Club (SGM); or;
  - 6.1.3. Withdraw a benefit or benefits of affiliation.
- 6.2. With respect to any affiliated Club, where there are reasonable grounds of concern and/or a breach of this policy the Executive may:
  - 6.2.1. Request additional information from the Club;
  - 6.2.2. Convene a Special General Meeting of the Club;
  - 6.2.3. Withdraw a benefit or benefits of affiliation; or;
  - 6.2.4. Impose a temporary suspension of affiliation, or disaffiliate a club.
- 6.3. With respect to any individual within an affiliated Club, where there are reasonable grounds for concern and/or a breach of this policy, action may be taken according to the processes outlined in the OUSA Affiliated Clubs Complaints and Sexual Misconduct Policy.

## **7. Obligations Upon Affiliated Clubs**

- 7.1. All Clubs have a responsibility to ensure that:
  - 7.1.1. All members are kept safe (physically or otherwise), in environments that are welcoming, inclusive and enjoyable.
  - 7.1.2. All Club activities are lawful and aligned with the Health and Safety at Work Act 2015 and the Privacy Act 2020.
  - 7.1.3. Club activities align with OUSA values and relevant policies.
  - 7.1.4. Clubs are fully responsible for any financial liabilities they incur, including loan agreements.
  - 7.1.5. Proposed amendments to any Club Constitution must be ratified at an SGM or Annual General Meeting (AGM) of the Club, and recorded in the minutes of that meeting.
    - 7.1.5.1. The minutes of this meeting must be approved by the CDO.
    - 7.1.5.2. These minutes shall be sent to the OUSA Executive for approval, when the CDO determines the amendments to be significant.

## **8. Disaffiliation and Dissolution**

- 8.1. A Club may disaffiliate from OUSA at any time by notifying the CDO in writing.

- 8.1.1. Such notification should provide reasons for why the Club is disaffiliating from OUSA.
- 8.1.2. Such notification must be provided alongside supporting General Meeting minutes.
- 8.1.3. The CDO may request additional information in support of the disaffiliation.
- 8.2. Re-affiliation is an annual requirement for clubs, Clubs who do not fulfil the conditions under clause four (4), will be considered disaffiliated.
- 8.3. Disaffiliated clubs will be given up to 6 months to re-affiliate before OUSA takes ownership of any remaining assets. These assets can then be used at OUSA's discretion including re-homing, re-purposing or sale.
- 8.4. Upon the disaffiliation and dissolution of any Club, all funds and assets shall be distributed according to the Club Constitution.
- 8.5. Where a Club Constitution does not outline how funds and assets are to be distributed on dissolution, they will be donated to OUSA, to use at OUSA's discretion.