

**Constitution of the  
Auckland University  
Underwater Club  
Incorporated**

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## 1) Name

- a) The name of the Club is the "Auckland University Underwater Club Incorporated" ("the Club").

## 2) Objectives

- a) Provide opportunities for snorkelling, scuba diving, free diving, and spearfishing on the student budget.
  - I. Provide cheap scuba diving training.
  - II. Provide the opportunity for discounts on new gear, gear hire, and air fills through affiliations with dive shops.
  - III. Provide year round trips to locations across New Zealand.
- b) Educate our members on scuba diving safety and issues relating to the conservation of the ocean environment.
- c) Provide possibilities for social interaction for club members.
- d) Developing relationships with local dive stores and diving operators.

## 3) Membership

- a) Membership of the Club shall be open to all University of Auckland and Auckland University of Technology students who pay the Club membership fee and all Non Student members who pay the corresponding fee.
- b) The annual membership fees that are payable by each member shall be ratified at the Club's AGM.
- c) At an Annual General Meeting the Club may elect any person to Honorary Life Membership of the Club.
- d) At any time, the Club shall have no fewer than 20 student members, or at least 70% of its membership shall be current University of Auckland Students, or graduates, or staff of the AUSA.

## 4) Cessation of Membership

- a) All financial memberships shall lapse on December 31.
- b) Any member may cease his/her membership by writing to the Secretary of the Club.
- c) A member may be expelled from the Club by the committee of the Club if he/she contravenes the rules of the Club provided that he/she has the right to appeal to the Student representative Council (SRC).
- d) Cessation of membership does not relieve a member from liability incurred prior to him/her ceasing to be a member.

## 5) Membership Fees; Subscription

- a) The club at an Annual General Meeting has the power to determine the amount of the membership fee (if any) payable by any new Member of the Club (which amount until so determined is nil) and the amount of the subscription payable by Members (including Life Members) of the Society.
- b) The amount of the membership fee (if any) payable by any new member may be different in the first and second half of the year if the date of change and amount payable are ratified at the Annual General Meeting
- c) A Member is not entitled to vote or take advantage of membership in any way until such Member's subscription and/or arrears of subscription are paid.

## **6) Officers and Committee**

- a) The Officers of the Club shall consist of a Chairperson, a Secretary, and a Treasurer; collectively to be known as the Executive of the Club.
- b) The committee shall be comprised of no less than 3 Office Holders.
- c) The committee has full powers to deal with matters relating to the aims and objects of the Club except where control is vested in a General Meeting as outlined in this Constitution.
- d) Committee members may be designated areas of responsibility by the committee as a whole.
- e) The committee may appoint additional committee members as the need arises.
- f) The committee may prepare rules on Club matters, and impose penalties for failure to comply with these rules. These rules and penalties shall be binding on members of the Club.

## **7) Committee Meetings**

- a) The committee shall meet as it deems necessary. Any two members of the committee may call a meeting.
- b) In the absence of the Chairperson a member of the committee shall be appointed to Chair the meeting.
- c) Reasonable notice of all committee meetings shall be given to all members of the committee.
- d) The committee may grant any person the right to speak, but not to vote at a committee meeting.
- e) Minutes shall be kept as a true and accurate account of all committee and general meetings.

## **8) Election of office Holders and Committee Members**

- a) Elections shall occur at the Annual General Meeting of the Club, or at a Special General Meeting called for that purpose. If a casual vacancy occurs on the committee, the committee may appoint a member of the Club to fill the vacancy until it is possible to hold an election at a General Meeting.
- b) The procedure for Elections at a General Meeting shall be as follows:
  - I. Every candidate shall be nominated and seconded at the meeting. Nominations may be received by the Secretary before the meeting; these are to be signed by the candidate, the nominator and the seconder.
  - II. No person may be nominated for a position against his/her will.
  - III. If there are more candidates for a position than there are vacant positions, scrutineers shall be appointed and a secret ballot held.
  - IV. The candidate receiving the most votes shall be declared elected to the position. In the event of a tied vote a second ballot shall be held. If the votes are still equal, the Chairperson shall exercise a casting vote in addition to her/his deliberative vote.

## **9) General Meetings**

- a) At a General Meeting of the Club any paid up member has the power of voting, moving and seconding.

- b) Every paid up member of the Club shall have one vote on any motion at a General Meeting, but only if they are present when the vote is taken.
- c) Except for Election voting, voting at a General Meeting shall normally be made by a show of hands.
- d) At any General Meeting, if a motion requesting a secret ballot is passed by a two thirds majority, a secret ballot shall be held.
- e) The quorum for a General Meeting shall be one sixth members of the Club and any business transacted while the meeting is inquorate shall be null and void.
- f) Annual General Meetings (AGM)
  - I. The AGM shall be held any time between mid September and mid October.
  - II. The Secretary shall endeavour to notify all paid up members of the AGM at least 14 days before the meeting.
  - III. The Secretary shall present a written Annual report on the proceedings of the previous year to the AGM.
  - IV. The AGM shall receive an audited account of the previous year from the Treasurer along with his/her Annual Report.
  - V. The AGM shall elect its Office holders and Committee members for the following year.
  - VI. At an AGM a motion may be put verbally and resolved by the meeting, except where notice of motion is required by this Constitution (ie for a Constitutional amendment or to dissolve the Club).

#### **10) Special General Meetings (SGM)**

- a) The committee may call an SGM at any time and for any purpose providing that 14 days notice of the meeting is given to all current club members.
- b) The committee shall call an SGM within 21 days of receiving a written request signed by a quarter of the paid up members of the Club. If the committee does not give notice of such a meeting within 14 days of receiving the request, the requisitioners may call the meeting and that the AUSA Clubs Development Manager is notified in writing.
- c) SGMs may only resolve matters of which the Club Secretary has been given 7 days notice in writing. Amendments to these motions do not require such written notice.

#### **11) Amendments to this Constitution**

- a) This constitution may be altered, added to or cancelled by resolution at a General Meeting of the Club of which at least 14 days notice has been given to all financial members of the Club which notice shall include reference to any proposal to alter, add to and cancel any part of this constitution.

#### **12) Common Seal**

- a) The Chairperson shall have custody of the common seal of the Club and such seal shall not be affixed to any instrument except by authority of a resolution of the Committee, and in the presence of a member of the Committee and the Chairperson or such other person as the Committee may appoint for such purpose; and that member of the Committee and the Chairperson or other person aforesaid shall sign every instrument to which the seal of the Club is so affixed in their presence. The seal may be altered or renewed only by resolution of the Committee.

### **13) Finances**

- a) The funds of the Club are to be devoted solely to the furtherance of the objects of the Club as set out in this constitution and are to be under the control of the Committee.
- b) All monies received by or on behalf of the Club must forthwith be paid to the credit of the Club in an account with such bank as is from time to time to be fixed by the Club. All cheques or withdrawal slips drawn on the account must be signed by the President or the Secretary or the Treasurer.
- c) The Club may from time to time invest in securities upon such terms as the committee thinks fit, with parts of its funds which are not required for the immediate business of the Club. All cheques or withdrawals slips drawn on the fund must be signed by the President and the Treasurer.
- d) The income and property of the Club from wherever derived, are to be applied solely towards the promotion of the objects of the Club as set forth in this constitution and no portion of such income or property is to be paid or transferred directly or indirectly by way of profit to the Members of the Society.
- e) The Treasurer shall keep a true and accurate record of the funds and assets of the Club and shall prepare a financial report for auditing and presentation at the AGM.
- f) In addition to the other powers vested in it, the Club has a power to borrow or raise money from time to time by the issue of debentures, bonds, mortgages or any other security, founded or based on all or any of the property and/or rights of the Club or without any such security and upon such terms as to priority and otherwise as the Club think fit. The powers of borrowing or raising money cannot be exercised except pursuant to a resolution of the Club passed in a General Meeting.

### **14) Dissolution**

- a) The Club may be dissolved by a resolution passed by a two-thirds majority at a General Meeting of the Club provided that written notice of motion has been given.
- b) If a quorum cannot be obtained at 4 successive General Meetings, the Club will be deemed to be dissolved.
- c) In the event of the Club being dissolved the surplus assets after payment of the Club's liabilities and the expenses of the dissolution are to be transferred to AUSA. The AUSA shall hold the funds and assets in trust for the benefit of a Club or society thereafter formed which has, in the opinion of the AUSA, similar aims and objectives to those of the Club.

### **15) Interpretation**

- a) The committee (subject to the SRC) has the final interpretation on any matter relating to this constitution, provided that any paid up member who disagrees with the committee's ruling has the right of appeal to the SRC.

### **16) Confidentiality**

- a) All information in any way relating to the affairs of the Club or of any Member of the Club which is received by a Member is to be treated as secret and confidential. This obligation of secrecy and confidence continues indefinitely notwithstanding the termination of such Member's membership of the Club.

## **17) Indemnity**

- a) No action in law or other claim may be taken by Members or their executors or administrators against any other member of the Club or Committee or officer in pursuance of the provisions of this constitution notwithstanding any irregularity or informality occurring in or about the doing or omitting or suffering of any act, matter or thing. No member of the Committee is liable for any loss or expenses of the Club or any Member unless it occurs as a result of wilful default.

## **18) Liability of Members**

- a) No Member is under any liability in respect of any contract, debit or other obligation made or incurred by the Club.