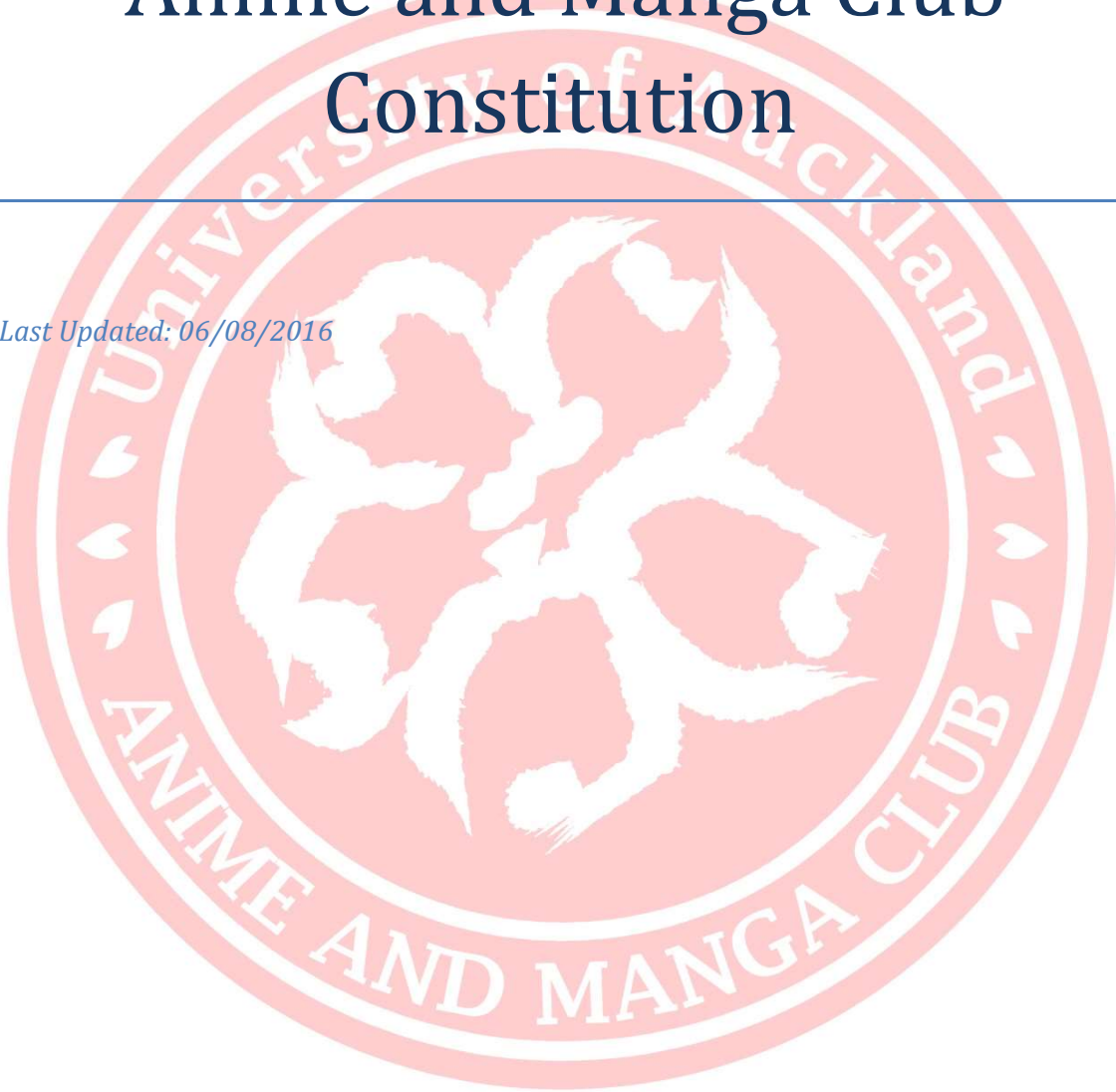


# The University of Auckland Anime and Manga Club Constitution

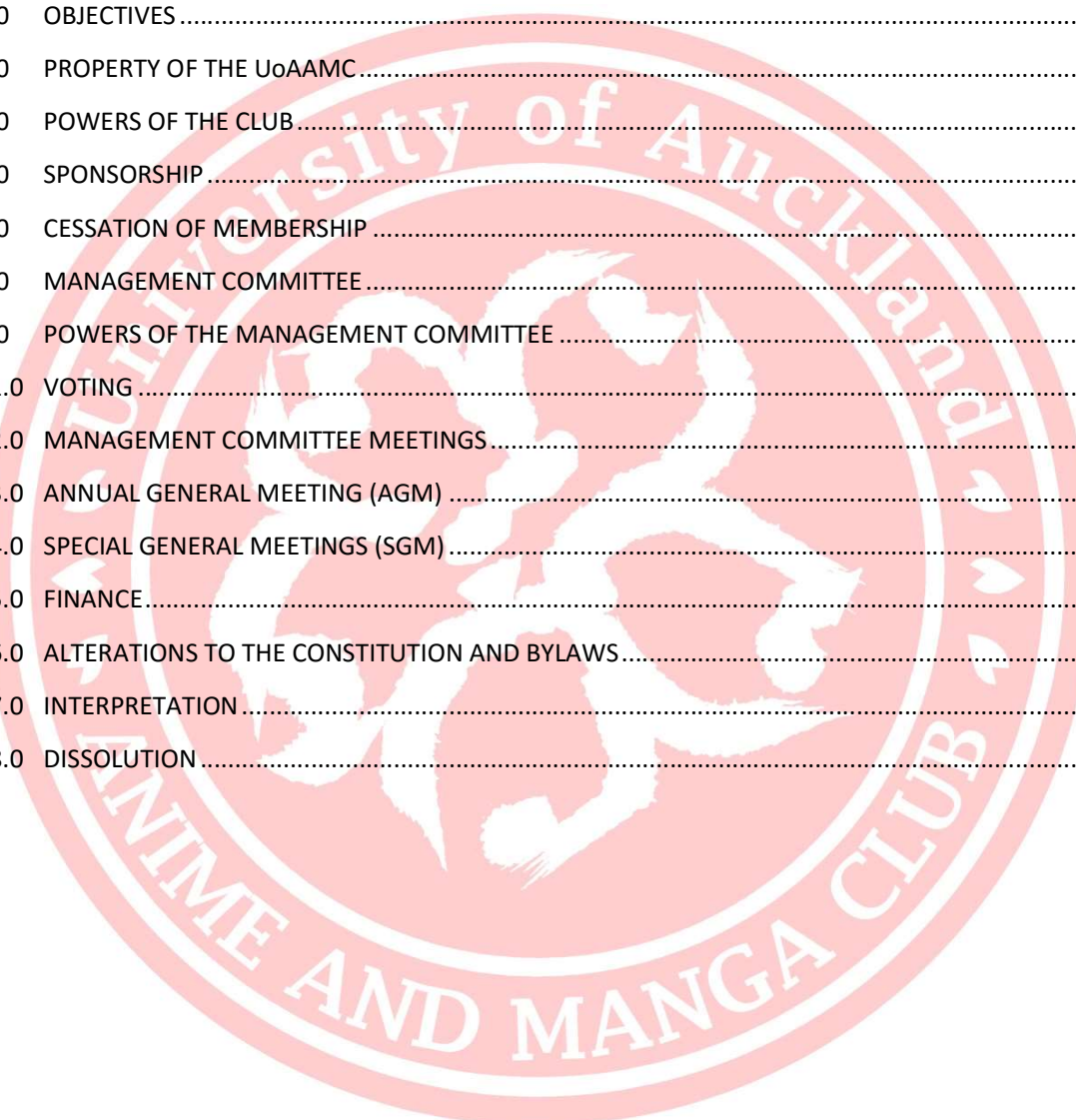
---

*Last Updated: 06/08/2016*



# TABLE OF CONTENTS

1.0	NAME OF CLUB .....	1
2.0	OBJECTIVES .....	1
3.0	PROPERTY OF THE UoAAMC .....	1
4.0	POWERS OF THE CLUB .....	2
5.0	SPONSORSHIP .....	2
7.0	CESSATION OF MEMBERSHIP .....	3
8.0	MANAGEMENT COMMITTEE .....	4
9.0	POWERS OF THE MANAGEMENT COMMITTEE .....	4
11.0	VOTING .....	5
12.0	MANAGEMENT COMMITTEE MEETINGS .....	5
13.0	ANNUAL GENERAL MEETING (AGM) .....	5
14.0	SPECIAL GENERAL MEETINGS (SGM) .....	6
15.0	FINANCE .....	6
16.0	ALTERATIONS TO THE CONSTITUTION AND BYLAWS .....	7
17.0	INTERPRETATION .....	7
18.0	DISSOLUTION .....	7



## 1.0 NAME OF CLUB

The name of the Club is University of Auckland Anime and Manga Club hereinafter referred to as the "UoAAMC" or "Club".

## 2.0 OBJECTIVES

The objectives of the UoAAMC are:-

- 2.1 To provide a fun and discursive environment for anime/manga enthusiasts.
- 2.2 To promote anime and manga by publicizing the Club .
- 2.3 To be a supportive community for the creation of original content relating to anime and manga.
- 2.4 To promote and encourage activities related to anime/manga such as but not limited to:
  - 1) Watching anime
  - 2) Reading Manga
  - 3) Drawing
  - 4) Writing Fanfiction
  - 5) Playing Visual Novels

## 3.0 PROPERTY OF THE UoAAMC

- 3.1 The UoAAMC must apply all property and income of the Club towards the promotion of the objectives or purposes of the UoAAMC and no part of that property or income is to be paid or otherwise distributed directly or indirectly, to members of the UoAAMC, except in good faith and in the promotion of the aforementioned objectives or purposes.
- 3.2 All property and income of the Club shall be stored in locations deemed appropriate by the Management Committee such as, but not limited to, the Club locker.
- 3.3 All assets of the Club including gifts and donations shall be recorded at least once per financial year.
- 3.4 The Club shall notify members of any lost property which shall become the property of the Club if it remains unclaimed 90 days after it is found. At any point if a person wishes to claim an item of lost property they must satisfactorily prove their ownership.
- 3.5 Individual members eligible for prizes are required to provide all the necessary details for prize redemption within 30 days of the Club's initial contact with them in relation to their winnings (which may include but is not limited to: prize details, delivery method, delivery address, excess payments, etc). Contact with the winning party will be attempted once by the Club using all forms of contact provided by the aforementioned party. Failure to meet the above criteria will result in forfeit of the winnings. The Club will not be held responsible for incorrectly provided contact details.

#### **4.0 POWERS OF THE CLUB**

- 4.1 To acquire, hold, deal with, and dispose of any tangible or intangible Club property;
- 4.2 To open and operate Club bank accounts;
- 4.3 To invest its money –
  - 4.3.1 In any security in which trust moneys may be invested; or
  - 4.3.2 In any other manner authorised by the constitution of the Club;
- 4.4 To borrow money upon such terms and conditions as the Club thinks fit;
- 4.5 To give such security for the discharge of liabilities incurred by the Club as the Club sees fit;
- 4.6 To appoint agents and employees to transact any business of the Club on its behalf for reward or otherwise;
- 4.7 Accept donations and gifts in accordance with the objectives of the Club upon the approval of the managerial Committee;
- 4.8 Print and publish any information through any media including but not limited to newsletters, newspapers, articles or leaflets for promotion of the Club;
- 4.9 Provide gifts and prizes in accordance with the objectives of the Club;
- 4.10 Organise social events for Members and for the promotion of the Club; and
- 4.11 To enter into any other contract the Club considers necessary or desirable.

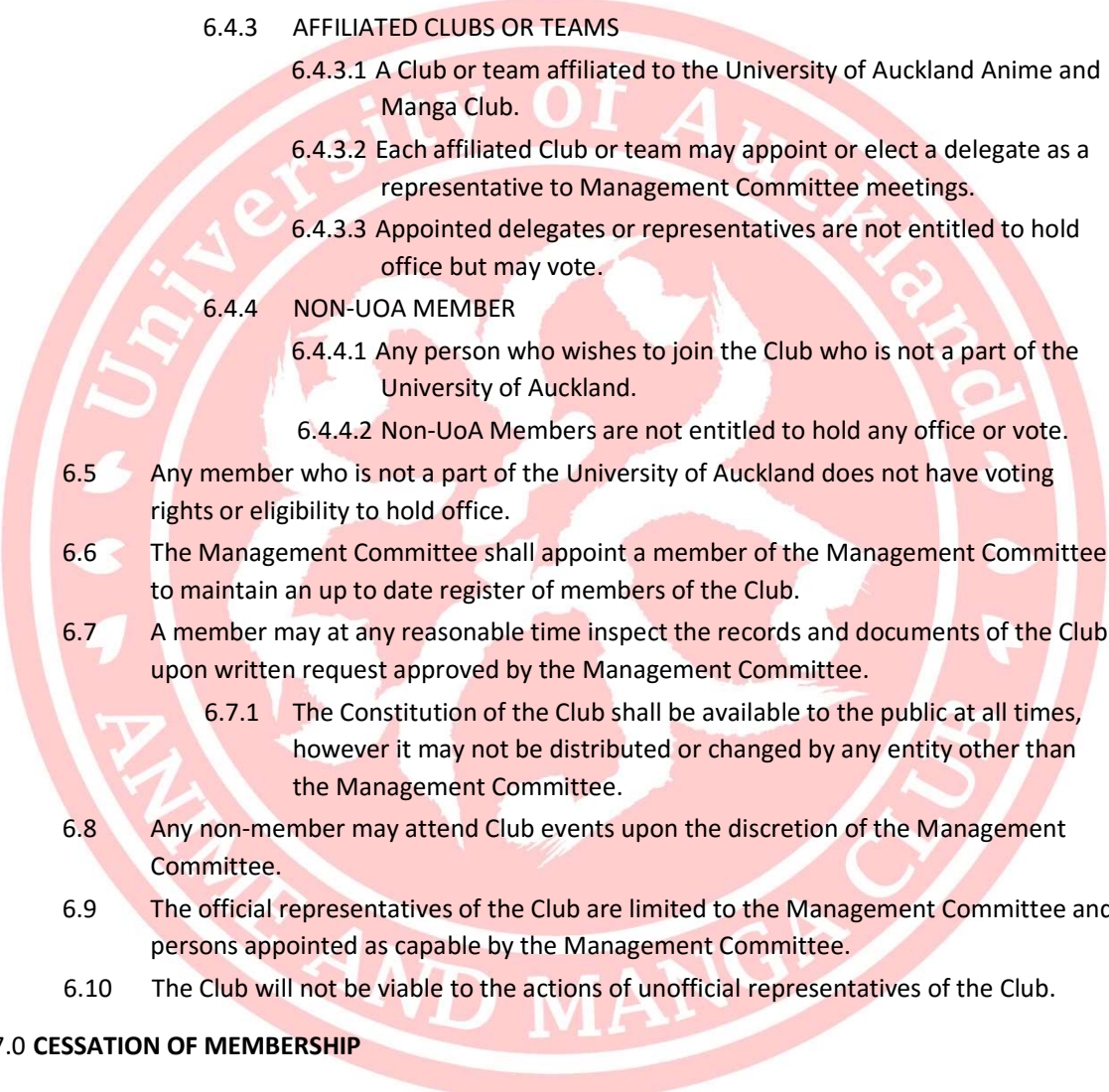
#### **5.0 SPONSORSHIP**

- 5.1 Any entity can sponsor the Club upon the approval of a contract drafted and accepted by both parties.
- 5.2 The finalised contract must adhere with the objectives of the Club.
- 5.3 Any Management Committee member may initiate correspondence with a potential sponsor but may not affirm or deny any form of sponsorship without the consent of the Management Committee.
- 5.4 Both Parties are obligated to uphold all terms of the contract for the duration that the contract is valid.

#### **6.0 MEMBERSHIP**

- 6.1 Membership shall be open to any person who wishes to further the objectives of the Club.
- 6.2 Any person seeking membership shall make an application to the Management Committee, and the Management Committee shall determine whether the application is successful or not.
- 6.3 Each person admitted to membership shall be:
  - 6.3.1 Bound by the Constitution and By-laws of the Club.
  - 6.3.2 Liable for such fees and subscriptions as may be fixed by the Club.
  - 6.3.3 Entitled to all advantages and privileges of membership.
- 6.4 Membership Categories:
  - 6.4.1 ORDINARY MEMBER



- 
- 6.4.1.1 Any person who is a member of the Club and a part of the University of Auckland.
  - 6.4.1.2 Ordinary Members are entitled to hold any office and enjoy the privileges of the Club.
  - 6.4.2 JUNIOR MEMBER
    - 6.4.2.1 Any Member of the Club under the age of 18 years regardless of student or membership status.
    - 6.4.2.2 Subject to laws relating to persons under the age of 18.
  - 6.4.3 AFFILIATED CLUBS OR TEAMS
    - 6.4.3.1 A Club or team affiliated to the University of Auckland Anime and Manga Club.
    - 6.4.3.2 Each affiliated Club or team may appoint or elect a delegate as a representative to Management Committee meetings.
    - 6.4.3.3 Appointed delegates or representatives are not entitled to hold office but may vote.
  - 6.4.4 NON-UOA MEMBER
    - 6.4.4.1 Any person who wishes to join the Club who is not a part of the University of Auckland.
    - 6.4.4.2 Non-UoA Members are not entitled to hold any office or vote.
  - 6.5 Any member who is not a part of the University of Auckland does not have voting rights or eligibility to hold office.
  - 6.6 The Management Committee shall appoint a member of the Management Committee to maintain an up to date register of members of the Club.
  - 6.7 A member may at any reasonable time inspect the records and documents of the Club upon written request approved by the Management Committee.
    - 6.7.1 The Constitution of the Club shall be available to the public at all times, however it may not be distributed or changed by any entity other than the Management Committee.
  - 6.8 Any non-member may attend Club events upon the discretion of the Management Committee.
  - 6.9 The official representatives of the Club are limited to the Management Committee and persons appointed as capable by the Management Committee.
  - 6.10 The Club will not be viable to the actions of unofficial representatives of the Club.

## **7.0 CESSATION OF MEMBERSHIP**

- 7.1 Any person's membership may be terminated by the following events:
  - 7.1.1 Resignation.
  - 7.1.2 Expulsion.
  - 7.1.3 Expiration of Membership.
- 7.2 The Management Committee shall have the power to suspend or expel any member of the Club for:

- 7.2.1 The breach of any rule, regulation or by-law of the Club, the University of Auckland and of New Zealand.
- 7.2.2 any act detrimental to the Club.

## **8.0 MANAGEMENT COMMITTEE**

- 8.1 The officers of the Club shall consist of a President, a Secretary and a Treasurer.
- 8.2 The Committee shall be comprised of no more than 3 Office Holders and no more than 10 members.
- 8.3 A member of the Management Committee may lose his or her seat on the Committee for the following:
  - 8.3.1 Absence from three or more consecutive meetings without leave of absence.
  - 8.3.2 If they cease to be a member of the Club.

## **9.0 POWERS OF THE MANAGEMENT COMMITTEE**

The Management Committee shall carry out the day-to-day running of the Club and shall have the power to:

- 9.1 Administer the finances and direct the opening of banking accounts for specific purposes and to transfer funds from one account to another, and to close any such account;
- 9.2 Fix the manner in which such banking accounts shall be operated upon, providing the Management Committee passes all payments;
- 9.3 Fix fees payable by members and decide such levies, fines and charges as is deemed necessary and advisable, and to enforce payment thereof;
- 9.4 Adjudicate on all matters brought before it which in any way affect the Club;
- 9.5 Cause minutes to be made of all proceedings at meetings of the Committee and General Meetings of members;
- 9.6 Make, amend and rescind rulings and By-laws;
- 9.7 Have the power to form and appoint any sub-Committee(s) as required for specific purposes;
- 9.8 Have the power to form any sub-group(s) for specific purposes and with specific objectives;
- 9.9 To appoint capable members to lead and be responsible over Club Projects of sub-groups;
- 9.10 May at their discretion appoint a person or persons to carry out certain duties required by the Club;
- 9.11 Should a vacancy occur on the Management Committee during the season, the Management Committee shall appoint a successor until the next Annual General Meeting.

## **10.0 SUB-GROUPS AND PROJECTS**

- 10.1 Any member may put forth an official proposal to create a sub-group or project with specific objectives.
- 10.2 The details contained in an Official Proposal include but are not limited to:

- 10.2.1 Name.
- 10.2.2 Objectives.
- 10.2.3 Proposed Leader.
- 10.2.4 Requirements.
- 10.2.5 Project Timeline.

- 10.3 The official proposal for a Project or sub-group must be accepted by the Management Committee before being officially recognised as a part of the Club.
- 10.4 The Management Committee may appoint capable members to lead and be responsible over a Project or sub-group.
- 10.5 Projects or sub-group must uphold all terms noted in the respective official proposal or the Management Committee may take action such as but not limited to dissolution.

#### **11.0 VOTING**

- 11.1 Voting powers at the Annual General Meeting and General Meetings:
  - 11.1.1 The President shall have veto powers over all motions and points of discussion.
  - 11.1.2 Each individual member present shall have one vote.
  - 11.1.3 Except during elections, voting shall normally be made by a show of hands.
- 11.2 Voting powers at Management Committee Meetings;
  - 11.2.1 The President shall have veto powers over all motions and points of discussion, unless in the case of a unanimous decision by the executive committee.
  - 11.2.2 Each individual Committee member present shall have one vote.

#### **12.0 MANAGEMENT COMMITTEE MEETINGS**

- 12.1 Management Committee Meetings may be called at any time by the president.
- 12.2 The president will chair any and all Management Committee meetings.
- 12.3 If the president is unable to attend a meeting, a new chairperson shall be nominated by president.
- 12.4 The Secretary shall give at least seven days' notice, in writing, of the date of the Management Committee Meeting to the members. Notice of Meetings shall set out clearly the business for which the meeting has been called.
- 12.5 The quorum at the Management Committee Meeting shall be a minimum of half of the executive members holding office at the date of the Management Committee meeting.

#### **13.0 ANNUAL GENERAL MEETING (AGM)**

- 13.1 The Annual General Meeting of the Club must be held once per financial year but not within six months of each other.
- 13.2 The Secretary shall give at least fourteen days' notice of the date of the Annual General Meeting to members.



- 13.3 The secretary shall notify members of any motions he/she receives. Motions to be added to the agenda may be received no later than five days prior to the Annual General Meeting.
- 13.4 All members may attend the Annual General Meeting.
- 13.5 The quorum at the Annual General Meeting shall be a minimum of one fourth of the UoAAMC's total members. If, at the end of 30 minutes after the time appointed in the notice for the opening of the Meeting, there be no quorum the meeting shall stand and adjourn for one week. If at such meeting there is no quorum those members present shall be competent to discharge the business of the meeting.
- 13.6 The agenda for an Annual General Meeting shall be;
- 1) Opening of Meeting
  - 2) Apologies
  - 3) Confirmation of Previous AGM proceedings
  - 4) Presentation and Adoption of Annual Report
  - 5) Presentation of Treasurer's statement
  - 6) Election of New Executives
  - 7) Determination of Annual Membership Fee
  - 8) Notice(s) of Motion
  - 9) Urgent general business
  - 10) Closure

**14.0 SPECIAL GENERAL MEETINGS (SGM)**

- 14.1 The Committee may call an SGM at any time and for any purpose providing that fourteen days' notice of the meeting is given to all members.
- 14.2 The Committee shall call an SGM within twenty one days of receiving a written request signed by a quarter of the members of the Club. If the Management Committee does not give notice of such a meeting within fourteen days of receiving the request, the requisitioners may call the meeting and notify the Management Committee of such actions in writing.
- 14.3 SGMs may only resolve matters of which the Club Secretary has been given five days' notice in writing.

**15.0 FINANCE**

- 15.1 All funds of the Club shall be deposited into the Club's accounts at such bank or recognised financial institution or a secure location that the Management Committee may determine.
- 15.2 The funds and resources of the Club shall be controlled by the Committee, subject to any controls placed upon them by a General Meeting.
- 15.3 The Management Committee members who have access to the Club's Accounts shall not spend more than a set amount of Petty Cash without the consent of the Management Committee, and the Treasurer shall keep a record of such expenditure in a Petty Cash Book.
- 15.4 The set amount of petty cash shall be fifty (50) New Zealand Dollars.



- 15.5 A statement of Income, Expenditure and Liabilities shall be submitted to the Annual General Meeting.
- 15.6 The financial year of the Club shall commence on first of April each year. The accounts, books and all financial records of the Club may be audited each year.
- 15.7 The signatories to the Club's account(s) will be the Treasurer and the President.
- 15.8 All property and income of the Club will be applied solely for the promotion of the objectives of the Club and no part of that property or income shall be paid or otherwise distributed, directly, or indirectly, to members, except in good faith in the promotion of these objectives.
- 15.9 Any financial obligations that a member of the Management Committee enters into will be settled by the respective member. They will be indefinitely liable regardless of membership status.
- 15.10 If a Management Committee member cannot pay back the owed sum of money; the Management Committee shall decide the next course of action.

#### **16.0 ALTERATIONS TO THE CONSTITUTION AND BYLAWS**

- 16.1 No alteration, repeal or addition shall be made to the Constitution except at a General Meeting, called for that purpose and notice of all motions to alter, repeal or add to the Constitution shall be given to members five days prior a General Meeting.
- 16.2 The Secretary shall forward such notices of motion to each Management Committee member at least seven days prior to a General Meeting.
- 16.3 Alterations to the By-laws can be made only at Management Committee Meetings provided notice of the proposed alteration(s) has been duly notified to Committee Members.
- 16.4 Such motions, or any part thereof, shall be of no effect unless passed by half of the total members present plus one at the Annual General Meeting or Special General Meeting, as the case may be.
- 16.5 Only the most recent version of the Constitution shall be valid.

#### **17.0 INTERPRETATION**

- 17.1 The Committee (subject to the SRC) have the final interpretation on any matter relating to these rules, provided that any member who disagrees with the Committee's ruling has the right of appeal to the SRC.

#### **18.0 DISSOLUTION**

- 18.1 If, on the dissolving of the Club, any property of the Club remains after satisfaction of the debts and liabilities of the Club and the costs, charges and expenses of that dissolution, that property shall be distributed to:
- 18.1.1 Another incorporated Club having objectives similar to those of the Club;  
or
  - 18.1.2 For charitable or benevolent purposes, which incorporated Club objectives or purposes, as the case requires, shall be determined by resolution of the members.