



Internal Regulations
Student Association Fugax Maastricht

Chapter 1. The Association

Article 1: The Association

- Lid 1. The association is one of the student associations of Maastricht
- Lid 2. The IR cannot be inconsistent with the statutes of the association. The Statutes were last changed on the ninth of September 2022
- Lid 3. With high exception, if the GMA deems it essential for the good interest of the association, then they can make decisions which are inconsistent with the IR.
- Lid 4. Only changes to the IR, which are approved by the GMA will be implemented.
- Lid 5. The privacy statement needs to be accepted by all members of S.A. Fugax.
- Lid 6. Any changes of the privacy statement that are made by voting during a GMA are automatically and immediately accepted by all members who have accepted the privacy statement prior to the change.

Chapter 2. Members

Article 2: Members of the Association

- Lid 1. The association consists of:
- a. Regular Members
 - b. Half year member
 - c. Honorary Members
 - d. Supporting Members
 - e. Aspiring members
- Lid 2. Honorary members and supporting members have to be appointed by the GMA.
- Lid 3. Subscriptions and unsubscriptions to the association can only happen in written form.
- Lid 4. Those who are not affiliated to the Maastricht University community or to the Hogeschool Zuyd, have to notify the board of this in a written statement
- Lid 5. The board has the authorization to implement a hold on the admission of members for an indefinite period. Once members leave the association, the board will then be able to decide which aspiring members from the waiting list can take the free spots.

Article 3: Rights of regular members

- Lid 1. Regular members have the following rights, unless decided differently by the IR:
- a. Access to the GMA, gathering, activities, official events and parties of the association;
 - b. Make use of the facilities offered by the association at various venues;
 - c. Make use of all the material and properties in possession of the association, as long as in accordance with the rules stated in Chapter 11;
 - d. Is electable for all the potential functions within the association;
 - e. Nominate candidates at elections and vote about persons or affairs at the GMA;
 - f. Speak at the GMA, as well as, make proposals;
 - g. Make an appeal against given disciplinary measures;
 - h. Represent the association at competitions;
 - i. Receive the association's bulletin;
 - j. All other rights granted by this IR.

Article 4: Obligations of regular members

- Lid 1. Regular members have the obligation to:
- a. Adhere to the statutes, IR, decisions made by the GMA and of the board;
 - b. Pay a yearly contribution, in accordance with the rules described in Chapter 3;
 - c. Send the secretary a written notice if any of their personal information changes (e.g. email address, bank account number);
 - d. Be affiliated to the Maastricht University community or to the Hogeschool Zuyd.

Article 5: Half year members - Rights and obligations

- Lid 1. Half year members have a membership for only half an academic year.
- a. The first semester is from September until the end of the first GMA after the introduction period in February.
 - b. The second semester is from February until the end of the first GMA after the introduction period in September.
- Lid 2. Pay a lower contribution, described in Chapter 3 of this IR.

Lid 3. They otherwise have the same rights and obligations as regular members as described in article 4, with an exception to article 4 lid 1(b).

Article 6: Honorary members - Rights and obligations

Lid 1. Honorary members are those who have made a significant contribution to the development of the association and its goals over numerous years. They can be appointed by a vote at the GMA.

Lid 2. Honorary members have no rights or obligations in the association, other than the rights and obligations given to them by the statutes.

Article 7: Supporting Members - Rights and obligations

Lid 1. Alumni of the association, who support the association through fixed monetary donations.

Lid 2. They have the right to join trips or activities if there are extra spots left.

Article 8: Aspiring members - Rights and obligations

Lid 1. Aspiring members are those who have been appointed by the board to become an aspiring member of the association.

Lid 2. Unless an hold on admission of members as described in article 2 lid 5 is active, aspiring members can also obtain a membership without attending the introduction period if they organise an activity within a set time period after joining the association.

Chapter 3. Contribution

Article 9: Contribution - amounts and payment

- Lid 1. The contribution needs to be established every year, at least two months before the start of the association year by the GMA.
- Lid 2. The contribution needs to be paid by all members before the 1st of October of the concerning association year. Aspiring members will be exempted from this, but have to pay within one month after obtaining the membership to the association.
- Lid 3. The contribution of half-year members subscribing in February needs to be paid before the 1st of March of the concerning association year. Aspiring members will be exempted from this, but have to pay within one month after obtaining the membership to the association.
- Lid 4. The current contribution amounts are the following:
- a. Members full-year: €90 Euros
 - b. Members half-year: €48 Euros
 - c. Supporting members: €/ Euros

Chapter 4. Task division of the Board

Article 10: General on the Board

- Lid 1. The board has the task to execute the policies as approved by the GMA and make sure that the activities hosted by the association are in accordance with the aims of the association as written in the statutes. They need to execute their tasks to the best of their abilities. This will be monitored by the Supervisory board.
- Lid 2. The board consists of at least a President, Vice-President, Secretary and Treasurer.
- Lid 3. The portfolios are described in detail in Annex 1 of this IR.
- Lid 4. When necessary ad hoc portfolios can be created by the board or the GMA.
- Lid 5. The board and the supervisory board discuss the division and execution of the portfolios annually. This division can be altered during the year. Any decisions are proposed to the GMA for approval.
- Lid 6. The board and candidate board is always obliged to try and compile a five person board for the following board year as far as possible.

Article 11: The Portfolios

- Lid 1. The portfolios can be divided into non transferable portfolios, portfolios transferable within the board and generally transferable portfolios.
- Lid 2. Non transferable portfolios are bound to a position by content. They can only be transferred to another board position and/or committee with the approval of the GMA.
- Lid 3. Portfolios transferable within the board can be transferred in its entirety or partially. They can only be transferred to a committee and/or member outside of the board with permission of the GMA.
- Lid 4. Generally transferable portfolios can be transferred in its entirety or partially to another board function, committee and/or member outside of the board. They can also be transferred to a person or organization outside of S.A. Fugax with the permission of the GMA.

Article 12: President (and Vice-president)

- Lid 1. The president has the following non transferable portfolios:
- a. Portfolio Main Representation;
 - b. Portfolio Meetings
- Lid 2. The president has the following portfolios which are transferable within the board:
- a. Portfolio Ad Hoc Committees;
 - b. Portfolio Old Members Association

Article 13: Secretary

- Lid 1. The secretary has the following non transferable portfolios:
- a. Portfolio Written Communication;
 - b. Portfolio Member Administration
- Lid 2. The secretary has the following portfolios which are transferable within the board:
- a. Portfolio Sponsoring

Article 14: Treasurer

- Lid 1. The treasurer has the following non transferable portfolios:
- a. Portfolio Treasury;
 - b. Portfolio Subsidies

Article 15: General Board Member

Lid 1. The portfolios for the general board member are decided by the board.

Article 16: The Supervisory Board

Lid 1. The Supervisory Board is tasked with advising the current board. It serves in its advice to represent the interests of the association and to focus mainly on general matters affairs and the continuity of the association. The advice can be solicited or can be unsolicitedly given.

Lid 2. The Supervisory Board will consist of members of S.A. Fugax and preferably former board members.

Lid 3. The Supervisory Board has the freedom to advise the GMA in its voting behaviour.

Chapter 5. Boardswitch, nominations and appointment of the board

Article 17: Boardswitch

- Lid 1. When a new board or board member is nominated by the current board, the GMA has the right to revoke the binding character of the proposition. This can be done if $\frac{2}{3}$ of the present members at the GMA votes in favour, provided that 50% + 1 member of all current members are presented or represented at the GMA. If no proposition is made for the nomination of a board or board member, then the GMA has freedom of choice for the next potential candidate.
- Lid 2. Every new board is obliged to present their policy plan for their coming year at the switch GMA

Chapter 6. Committees and Clubs

Article 18: The Association Bodies, Committees and Workgroups

- Lid 1. The association knows Ad Hoc committees and indefinite committees
- Lid 2. The association consists of the following bodies:
- a. The Supervisory Board (RVC);
 - b. The Treasury Committee (KCC)
- Lid 3. The association consists of the following committees:
- a. Activity Committee
- Lid 4. The association knows the following clubs:
- a. Circle
 - b. Bookclub
 - c. Yearclubs
 - d. Dungeon & Dragons club

Article 19: Indefinite Committees

- Lid 1. The committee can have one of two structures:
- a. A functional structure, with a committee president and secretary;
 - b. A project based structure, with a committee head and project leaders who are each responsible for a project.
- Lid 2. Indefinite committees have at least one normal member. This is further elaborated on in Annex 2 of this IR.
- Lid 3. Commissioners are appointed by the board or GMA. The commissioner can be changed throughout the year, with approval of the board or GMA.
- Lid 4. The committee members are selected by the board in collaboration with the respective commissioner. They can be held accountable and removed from a committee by the GMA.
- Lid 5. If the role of a commissioner is no longer fulfilled properly based on the assessment of the respective committee or the board, a stand-in head needs to be appointed at a short notice. By the board or at the next GMA after appointing a stand-in head a new official head needs to be elected.
- Lid 6. The Secretary of a committee makes minutes for all the committee meetings indefinitely, which are afterwards placed in the committee designated archive.
- Lid 7. Indefinite committees are obliged to manage their respective portfolios. These are specified in Annex 2 of this IR.
- Lid 8. The official indefinite committees known to the association are stated in Annex 2 of this IR.

Article 20: Ad Hoc Committees

- Lid 1. The GMA and the board can appoint one or more members for a function in an ad hoc committee to fulfil a specific task.
- Lid 2. The structure of an Ad Hoc committee is the same as that of an indefinite committee as described in article 18
- Lid 3. An ad hoc committee is instituted for the duration of one year and is instantly revocable up to three times for a maximum period of 12 months.

Article 21: Committee Council

- Lid 1. The board member with the internal communications portfolio and the Committee Presidents jointly form the Committee Council.
- Lid 2. The Committee Council is obliged to meet at least once every board year. In this meeting, the current affairs of the association should be discussed and the Committee Presidents should be given the opportunity to voice any feedback or concerns they may have.

Chapter 7. Disciplinary Measures

Article 22: The Disciplinary Measures

- Lid 1. When members of the association act or have acted in stride with the applicable regulations, then the GMA or the board can impose one or multiple disciplinary measures.
- Lid 2. The association knows five types of disciplinary measures:
- a. Official warnings;
 - b. Imposing an obligation, which is always non monetary. Obliging the person to do something reasonable, within a given time frame;
 - c. Imposing a fine, of which the height is determined by the severity of the offense, which needs to be paid within 17 days after the imposition of the fine;
 - d. Suspension, resulting in a revokal of all the rights of the respective member as described by this HR for a given time frame. The board can only impose a suspension with approval of the GMA and the suspension will start the day after the imposition of this measure;
 - e. Termination of the membership, which can only be imposed by the board with approval of the GMA.
- Lid 3. Any disciplinary action imposed by the GMA, happens through a GMA decision, taken in accordance with Article 18 and 19 of the Statutes.
- Lid 4. If any measures are taken, these need to be expressed in writing on the same day as they were imposed by the board or the GMA.

Article 23: Reminders

- Lid 1. Two weeks after the finding of a default of payment the board will send a reminder. When the payments haven't been made two weeks after the reminder, then the board will decide which disciplinary action will be taken.

Artikel 24: The Appeal

- Lid 1. A member on which any disciplinary measures have been imposed upon, has the right to make an appeal at the GMA within one month after receiving the imposition of the measure.
- Lid 2. When an appeal has been made against the measure, the GMA has to select a maximum of 5 representatives to evaluate the appeal. They will, within two months after the appeal has been made and after talking to all the involved parties, decide on a unanimous final verdict.
- Lid 3. This verdict as mentioned in Lid 2 of Article 21 is compulsory.

Chapter 8. The General Members Assembly

Article 25: The Procedures at the GMA

- Lid 1. Old board members, who are not a member, supporting member or honorary member anymore have access to the GMA.
- Lid 3. A topic submitted by a member, honorary member or supporting member, needs to be included in the agenda, if it was made known in writing to the board at least 3 days before the GMA. A topic can still be included after this 3 day period has passed if upon approval of its inclusion to the definitive agenda by the GMA, as long as it was made known to the board in writing before the start of the GMA.
- Lid 4. A proposal needs to be made known in writing to the board at least 3 days before the GMA during which it would be discussed. This is in accordance with the Statutes.
- Lid 5. A topic included after the 3 day period before the GMA cannot be voted on and will be voted on at the next GMA.
- Lid 6. A proposal can only be prepared by the board or by a minimum of five members.
- Lid 7. At the GMA, all the attendees have the possibility to hold one or multiple persons accountable.
- Lid 8. A GMA decision regarding a person has to be sent in writing to the respective person within three days after the GMA.
- Lid 9. The minutes of the GMA need to be shared with the members at least 14 days before the next GMA.
- Lid 10. Any member present at a GMA meeting can receive a maximum of 2 authorised votes.
- Lid 11. In order for votes to take place at a GMA meeting, the number of non-board members present should be at least equal to the amount of board members present plus 1 person.

Article 26: Emergency Voting

- Lid 1. Emergency votes can take place outside of the GMA. These votes can only be made on matters concerning finances or material. The emergency votes must be communicated in a written form. The minimum response time is 5 days and at least 2/3rds of the association's members need to vote for the vote to count. The vote will count as a GMA decision and will need to be post-discussed and voted upon at the following GMA in order to remain enforced.
- Lid 2. The written form must include, at the start, "If you do not think this is an emergency, do not vote"

Chapter 9. Activities

Article 27: General

- Lid 1. Activities include all the activities that are organised by or on behalf of S.A. Fugax, including outdoor activities and indoor activities
- Lid 2. The treasurer may charge a participant of the relevant activity a fee if the relevant participant does not cancel in time.
- Lid 3. A participant of an activity, organised by S.A. Fugax, is allowed to cancel until a predetermined cancellation period preceding the activity. If the participant cancels after the predetermined cancellation period has ended, the organisers could decide to charge a fee to the participant, depending on the financial consequences and other circumstances.
- Lid 4. The allowed cancellation period is clearly stated in the activity description or sign-up form
- Lid 5. An activity organised by S.A. Fugax has a fixed budget per person which is communicated to all participants at least a week before the end of the cancellation period.
- Lid 6: Costs for the activity can be reimbursed according to article 32.

Article 28: Payment Procedure

- Lid 1: For every S.A. Fugax activity, organised by a committee or the board, that will likely cost more than 20 euros per person, a member of the committee or the board has to be responsible for the following:
- a. To submit a financial budget plan to the treasurer at least 3 weeks in advance. This budget plan needs to contain a realistic upper and lower limit for the costs to participate in the activity per person.
 - b. The definitive costs of the activity should be calculated within 4 weeks after the end of the activity and submitted to the treasurer. The treasurer needs to realise the costs within 4 weeks after the final calculations have been received and will perform any invoices or reimbursements in relation to this.

Article 29: Renting a Vehicle as S.A. Fugax

- Lid 1. If S.A. Fugax rents a vehicle for a trip or activity, the driver of the vehicle has to sign the contract: 'BruikleenGebruik gehuurd vervoermiddel S.A. Fugax', or the English version of this contract: 'DetentorshipUsage rented transportation vehicle S.A. Fugax'.
- Lid 2. The 'Gebruik gehuurd vervoermiddel S.A. Fugax' and the English version 'Usage rented vehicle S.A. Fugax' need to be approved of by the GMA.

Article 30: Driving a Private Vehicle for S.A. Fugax activities

- Lid 1. All participants on a trip can offer their car to be used for transporting other participants. S.A. Fugax is not liable for any damage to the vehicle or persons within the vehicle that may occur during this trip.
- Lid 2. The reimbursement amount per km is decided before the trip, and specified in the fixed budget.
- a. Drivers offering the private car will get reimbursed an additional 4 cents/km as compensation for the wear and tear of the car.
- Lid 3. Toll costs will be reimbursed in full according to article 34.

- Lid 4. Unexpected costs occurring on the trip without fail will be paid for by S.A. Fugax up to an amount of 150.
- a. These unexpected costs need to be related to the beforehand organised activities of the trip

Chapter 10. Finances

Article 31: Budget

- Lid 1. The board presents its budget to the GMA in September.
- Lid 2. The Supervisory Board advises on the presented budget.
- Lid 3. The GMA can make changes to the budget with a majority of votes to suggest.
- Lid 4. The budget is adopted by a majority of the number valid votes cast.

Article 32: KCC (Treasury committee)

- Lid 1. The auditors (KCC) have to check the financial books between 5 and 3 weeks before each GMA.
- Lid 2. The auditors (KCC) have to discuss/present their findings at the GMA and present a well-reasoned/advice for possible improvements to the association and its members.
- Lid 3. The auditors have to check the financial books at least once every 6 months.
- Lid 4. The Treasury committee supervises the balance sheet, statements of income and expenditure of the association and sees to these documents. The outcome of this investigation will be reported to the management.

Article 33: Purchases

- Lid 1. Any purchase of a single item exceeding 200 euros, will require approval by the GMA beforehand.
- Lid 2. Unforeseen costs, exceeding 100 euros need to be approved by the GMA

Article 34: Payments and Reimbursements of Expenses

- Lid 1. If a member needs to be reimbursed for expenses made, a declaration form needs to be filled in and the proof of the purchase in the form of a receipt or the transcript of the bank transfer must be sent to the treasurer. This has to happen within two weeks after the expense was made, or in case of an event, within two weeks after the event has ended.
- Lid 2. From the day of the deadline to hand in the proof, the treasurer will make the reimbursement within another two weeks.

Chapter 11. Use of Materials

Article 35: Requesting and Returning Materials

- Lid 1. If a S.A. Fugax member wants to rent S.A. Fugax materials, the member needs to request this to the materials commissioner at least 7 days before the start date of renting period.
- Lid 2. If the materials commissioner is not in Maastricht or not available when requesting materials, a board member should be contacted.
- Lid 3. If a board member has been contacted/reached with a request in order to rent out S.A. Fugax materials, the materials commissioner needs to be informed.
- Lid 4. The S.A. Fugax-member needs to pick up the materials on the arranged date and time and a date and time to bring the material back needs to be arranged.
- Lid 5. If material is not picked up on the agreed date, it is still possible to request materials, but there is no guarantee that the member will be able to get the materials previously requested.
- Lid 6. When returning the rented material, it needs to be in good shape, complete and packed correctly. The materials commissioner or a board member checks the material on these aspects.
- Lid 7. If a S.A. Fugax member cannot bring back the material on the agreed date and time, this S.A. Fugax member needs to contact the materials commissioner in order to request a longer renting period

Article 36: rental contract

- Lid 1. The primary rentee renting the material must fill out and adhere to all rules stated in the rental contract.
- Lid 2. The rental contract needs to be approved of by the GMA.

Article 37: Responsibility for Materials

- Lid 1. Material rented from S.A. Fugax is considered the responsibility of the primary rentee. Therefore, if the primary rentee loses any S.A. Fugax material, it needs to be paid for within one month in case it is lost. The cost of the material replacement will be stated in the rental contract with a depreciation plan.
- Lid 2. If a rentee breaks S.A. Fugax material, it will be decided on a case by case basis if the cost of replacing the material will be paid by the rentee or by S.A. Fugax. In general, S.A. Fugax proposes that a material in possession of the rentee that has been damaged/broken material with intent, recklessness or due to negligence will be paid by the rentee. Material damaged and that broken material due to wear and tear will usually be paid by S.A. Fugax. This decision will be evaluated at the next GMA.
- Lid 3. The materials commissioner is responsible for the safekeeping of the material when it is not rented out.
- Lid 4. The materials commissioner can in written form assign another member to be responsible for the renting of materials at an activity. This member is called the materials commissioner representative.
- Lid 5. A materials commissioner representative can only be assigned for one activity at a time. The representative is responsible for the safekeeping of the materials from the date and time arranged for pick up until the material is brought back to the material commissioner.

Article 38: Usage of S.A. Fugax Materials at Events

- Lid 1. For the duration of the event, the material assigned to the participants is considered to be their own responsibility.
- Lid 2. At the end of the event, all of the material assigned to the participant must again be returned to the materials commissioner or the materials commissioner representative.
- Lid 3. If any material assigned to a participant during an event goes missing, the material will be considered to be lost. The participant will then have to pay to replace the missing piece of equipment. The cost of the material replacement will be given by the materials commissioner.

Article 39: Fines

- Lid 1. When not handing in any of the rented material within the given time frame, a fine of 3% of the retail price will be paid per week the material is not handed back in. (e.g. €3 per week for material with a retail price of €100)

Article 40: Equipment Inventorisation

- Lid 1. All of the S.A. Fugax materials are inventoried once per year in October or November. The board is responsible for this inventorisation.