



CONSTITUTION

OF

TOTARADALE GOLF CLUB INCORPORATED

Incorporated Societies Number: 225011

NZBN: 9429042981534

**Totaradale Golf Club Inc.
Constitution**

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**Totaradale Golf Club Inc
Constitution**

1 Definitions and interpretation

1.1 Definitions: In this Constitution, unless the context requires otherwise, the following words and phrases have the following meanings:

Act means the Incorporated Societies Act 2022, including any amendments, and any regulations made under that Act.

AGM or **Annual General Meeting** means a meeting of the Members held once a year convened under this Constitution.

Bylaws means any bylaws, policies, regulations and codes of the Club made under clause 13.

Casual Vacancy is a vacancy which arises when a Committee Member does not serve their full term of office.

Committee means the Management Committee, the Club's governing body.

Committee Member means a member of the Management Committee.

Constitution means this Constitution, including any amendments and any schedules to this Constitution.

Contact Details means a physical or an electronic address and a telephone number.

Contact Person means a person holding the position of contact person of the Club set out in section 2

Diversity, Equity and Inclusion means ensuring fair and equitable opportunities are available to everyone to participate in sport and recreation irrespective of age, ability, ethnicity, gender, national origin, race, religion, sexual orientation, beliefs, or socioeconomic status.

DotGolf means the computer software technology and systems used by Golf NZ

Financial Gain has the meaning given by sections 23 and 24 of the Act.

General Meeting means an AGM or SGM of the Club.

Golf NZ means Golf New Zealand Korowhā Aotearoa Incorporated trading as Golf NZ.

Interested has the meaning given in section 62 of the Act.

Interests Register means the register of disclosures of Officers kept by the Club under this Constitution.

Matter has the meaning given in section 62(4) of the Act.

Member means each person who for the time being is a member of the Club and includes all classes of members described in clause 4.3.

Officer means a Committee Member and any natural person occupying a position in the Club that allows the person to exercise significant influence over the management or administration of the Club.

Ordinary Member means an adult member of the Club as described in clause 4.3.

Ordinary Resolution means a resolution passed by a majority of votes cast.

President means the highest-ranking management position in the Club.

Registrar means the Registrar of Incorporated Societies, as defined in the Act.

Sale of Liquor Act means the Sale of Liquor Act 2012 , including any amendments, and any regulations made under that Act.

SGM or Special General Meeting means a meeting of the Members, other than an AGM, called for a specific purpose or purposes.

Special Resolution means a resolution passed by a 75% majority of votes cast.

Tasman Golf means the incorporated district golf association that embraces the golf clubs of Buller-Westland, Nelson-Tasman, Marlborough and Kaikoura districts.

Working Day has the meaning given to that term under the Legislation Act 2019 and additionally excludes three days observed as the anniversary in Nelson.

1.2 Interpretation: Unless the context otherwise requires:

- (a) Words referring to the singular include the plural and vice versa.
- (b) Clause headings are for reference only.
- (c) Expressions referring to writing include references to words visibly represented, copied, or reproduced, including by email.
- (d) Reference to a person includes any other entity or association recognised by law and vice versa and any reference to a particular entity includes a reference to that entity's successors.
- (e) A reference to any legislation includes any secondary legislation, statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, re-enactment of, or replacement of, that legislation.
- (f) All periods of time or notice exclude the days on which they are given.

1.3 Notices: Subject to any other notice requirements in this Constitution, any notice or other communication given under this Constitution must be in writing and will be given to:

- (a) a Member if delivered by hand to the Member or sent to the address set out in their Contact Details;
- (b) the Club if sent to totaradalegc@gmail.com or by post to the Club's registered office set out on the Register of Incorporated Societies.

1.4 Receipt of notices: A notice is deemed to have been received:

- (a) if delivered by hand, at the time of delivery;
- (b) if given by post, when left at the address of that party or five (5) working days after put in the post; or
- (c) if given by email, upon production of a physical copy of the email detailing the time and the date the email was sent (provided that the sender does not receive any "out of office" auto-reply or other indication of non-receipt);

provided that any notice or communication received or deemed received after 5pm on a Working

Day, or on a day which is not a Working Day, will be deemed not to have been received until the next Working Day.

2 Club details

Name: The name of the society is TOTARADALE GOLF CLUB INCORPORATED.

Registered office: shall be the physical address of the Club at 147 Pigeon Valley Road, Wakefield, Nelson 7025. Phone 03 541 8030, email totaradalegc@gmail.com

Contact person: At its first meeting following an AGM, the Management Committee shall appoint at least 1 and up to 3 persons to be the main points of contact for the Registrar. A contact person of the club must be: at least 18 years of age and ordinarily resident in New Zealand. The position of contact person must be held in conjunction with any office in the Club. The name and contact details of each contact person shall be notified to the Registrar in accordance with the Act, and any changes thereof shall be notified to the Registrar within twenty (20) Working Days.

3 Purpose and powers

3.1 Purpose: The purposes of the Club are to:

- (a) provide and manage a golf course and other facilities to enable, assist and enhance participation, enjoyment, health and well-being for the benefit of Members and the wider community by making the facilities available to visitors and the general public having regard to the requirements and needs of Members;
- (b) lead, promote and enable Diversity, Equity and Inclusion across the whole Club including governance of the Club and participation in golf;
- (c) promote, develop and co-ordinate golf competitions;
- (d) protect the integrity of golf and the Club by developing and enforcing standards of conduct, ethical behaviour and implementing good governance;
- (e) support the development of Members, Staff, volunteers and team managers by providing the relevant training and education;
- (f) promote, develop, foster and administer golf, primarily as an amateur sport for the well-being, benefit and recreation of the general public in New Zealand/Aotearoa;
- (g) be an affiliated member of Tasman Golf and Golf NZ;

3.2 Capacity and powers: Subject to this Constitution, the Act, any other legislation, and the general law, the Club shall have full capacity, rights, powers and privileges to carry on, or undertake any activity, or enter into any transaction in order to fulfill the Purposes detailed above. In doing so, the Club must not provide any Financial Gain for any of its members, and may only use its funds to pay the costs and expenses to advance or carry out its Purposes.

4 Members

4.1 Application: An application to become a Member must be in writing using the designated form. Applications may be submitted in person or on-line. All Applications are decided by the Committee which may accept or decline an Application. The Committee may undertake due diligence on an applicant with regard to their suitability for membership. A person becomes a Member when their Application has been accepted and they have paid

the required membership fees and satisfied any other preconditions. Every person who wishes to become and remain a Member must consent to, become and remain a member of Tasman Golf and Golf NZ, unless not required to do so by Golf NZ.

4.2 Member consent: A person consents to become a Member by submitting an Application to the Club and, if accepted, agrees to abide by the Rules and Bylaws of the Club.

4.3 Members: The Members of the Club are:

Full 18 hole member;	Life; Patron; Secondary;
Full 18 hole Summer (1 Oct-31 March);	Full Junior under 19*;
9 hole member;	Junior under 19* Summer (1 Oct-31 Mar);
9 hole Summer (1 Oct-31 March);	Junior under 14* Limited;

* On the first of April.

Adult members are collectively Ordinary Members. A Secondary member must be an affiliated member of another golf club and shall be entitled to enjoy the full amenities and privileges of the Club, including being entitled to vote. However, a Secondary member cannot be a Committee Member.

Junior members with full playing rights may enter all competitions. Juniors under 14 have limited playing rights and may enter competitions at the discretion of the Club Captain or Match Committee.

4.4 Life Members: Any member who in the opinion of the Members has rendered outstanding service may be nominated and elected as a Life Member. Written nominations for Life Membership must be received by the Secretary at least twenty five (25) Working Days before the date of an AGM. The Committee must then determine whether the nomination should go forward to the AGM. Life members may only be elected at an Annual General Meeting, and must receive at least 67% of the votes of those entitled to vote at such meeting, to be elected. A member consents to becoming a Life Member on acceptance of their life membership. Life Members shall be entitled to all the facilities of the Club without payment of subscription.

4.5 Patron: There shall be a Patron who shall be elected at the Annual General Meeting. The Patron may be a Life Member or an Ordinary Member who has sufficient standing, mana or gravitas within the Club to fulfill the role. If, for the time being, no such Member is available or willing to accept nomination, then the Committee may invite a person outside the Club to accept nomination. A Patron is entitled to attend and to speak at General Meetings but, if not a Member, is not entitled to vote.

4.6 Member rights and obligations: Members acknowledge and agree that:

- (a) they are bound by, and will comply with, this Constitution and the Bylaws, and to the extent they apply, the rules, procedures or policies of Tasman Golf and Golf NZ;
- (b) they are entitled to all rights and entitlements granted by this Constitution or as determined by the Committee;
- (c) to receive, or continue to receive or exercise member rights, they must meet all the member requirements set out in this Constitution and the Bylaws or as otherwise set by the Committee including to become and remain a member of Tasman Golf and Golf NZ, and payment of any membership or other fees within the required time period;

- (d) if they fail to comply with sub-clause (c) the Committee may terminate their membership, but the Member continues to be bound by this Constitution;
- (e) they do not have any rights of ownership of, or the automatic right to use, the Club's property; and
- (f) they will promote the interests and purposes of the Club and must not do anything to bring the Club into disrepute including any harmful communication of misuse of social media.

4.7 Suspension of Member: If a Member is, or may be, in breach under clause 4.6 and the Committee believes it is in the best interests of the Club to do so, the Committee may suspend the Member until final determination of the matter under the dispute resolution process set out in this constitution. Before imposing any suspension, the Member must be given notice of the suspension.

4.8 Suspension of Member rights: Unless otherwise determined by the Committee, while a Member is suspended the Member is not entitled to attend, speak or vote at a General Meeting or to any other rights or entitlements as a Member and is not entitled to continue to hold office in any position within the Club, until such time as the alleged breach is resolved or determined.

4.9 Ceasing to be Member: A Member ceases to be a Member:

- (a) on death;
- (b) by giving notice to the Committee of their resignation;
- (c) if their membership is terminated under clause 4.6(c) which to avoid doubt includes termination if a Member is required to be but ceases to be a member of Tasman Golf and Golf NZ;
- (d) if their membership is terminated following the dispute resolution process set out in this Constitution.

4.10 Consequences of ceasing to be a Member: A Member who ceases to be a Member:

- (a) remains responsible to pay all their outstanding membership and other fees to the Club;
- (b) must return all the Club's property if required;
- (c) ceases to be entitled to any rights of a Member.

4.11 Membership fees: On the recommendation of the Committee, members' annual subscriptions shall be fixed from time-to-time by the Club at the AGM. Subscriptions include levies payable to Tasman Golf and Golf NZ. The Committee may determine different levels of membership fees and other fees for different types of Members. Subscriptions shall be payable upon or before the first day of April or a payment spread agreement entered into by such date. Subscriptions for new members, Summer members and those who join at different times of the year shall be payable within two (2) months of their becoming a member, or a payment spread agreement entered into within such time.

4.12 Consequence of non-payment: Any member who fails to complete payment of the subscription on or before the last day of May in any year, or within two (2) months of becoming a member, or fails to adhere to their payment spread agreement, shall be deemed to be suspended from membership, and the Committee may at its next meeting expel such a member from the Club unless at or before such meeting a satisfactory explanation of delay in payment is given, and the full amount of arrears is tendered.

4.13 Member register: The Committee will keep an up-to-date Member register on DotGolf,

which includes each Member's name, Contact Details and the date they became a Member, and if and when they ceased to be a Member. A Member must provide notice to the Club of any change to their Contact Details. The Member register will be updated as soon as practicable after the Committee becomes aware of changes of the information recorded in the Member register. The collection of personal information for the Member register must comply with the Privacy Act 2020.

5 General Meetings

5.1 Annual General Meeting: An AGM shall be held once a year normally in November and within 3 months of the balance date of the Club at the time, date and place as the Committee decides.

5.2 Notice of the AGM: The Secretary must ensure that at least fourteen (14) Working Days notice is given to Members of an AGM. Notice may be given by posting in the clubhouse, by posting on the Club's website and social media pages, in the Club's newsletter, by email and/or other methods approved by the Committee.

5.3 Business of AGM: The business of the AGM shall be to:

- (a) receive and confirm the minutes of the previous AGM, and to attend to any matters arising;
- (b) receive and adopt reports from: the President, the Club Captain and any sub-committee convenor who wishes to speak;
- (c) receive and adopt the Treasurer's report on the finances of the Club and the reviewed financial statements of the most recent accounting period;
- (d) elect the Patron, President, Vice-President, Club Captain, Secretary, Treasurer and other Committee Members;
- (e) appoint the Reviewer, and the bank signatories;
- (f) set the subscriptions for the coming year;
- (g) consider any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM, and consider any other items of business that have been properly submitted for consideration at the AGM.

5.4 Notice of proposed motions: the Committee may propose motions for the Club to vote on, which shall be notified to Members with the notice of the AGM. Members must give notice of any proposed motions and other items of business to the Club at least fourteen (14) Working Days before the date of the AGM.

5.5 Notice of agenda: Notice of the agenda containing the business to be discussed at the AGM must be sent to all persons entitled to attend the AGM at least fourteen (14) Working Days before the date of the AGM. No additional items of business can be voted on other than those set out in the agenda, but the Members present may agree to discuss any other items.

5.6 Calling of Special General Meeting: A SGM of the Club may be called at any time by order of the Committee, or shall be called by the Secretary on receipt of a request signed by at least fifteen (15) members.

5.7 Notice of SGM: Members must be given at least fourteen (14) Working Days notice of the SGM, unless the Committee decides that the nature of the SGM business is of such urgency that a shorter period of notice is to be given to Members. The methods of giving

notice shall be as for an AGM. A SGM may only consider and deal with the business specified in the request for the SGM.

5.8 Method of holding meeting: A General Meeting may be held by a quorum of people being assembled in person at the time and place appointed for the meeting. Participating by audio link, audio-visual link or other electronic communication or by a combination of those methods is at the discretion of the Committee.

5.9 Quorum: No business may occur at any General Meeting unless a quorum is present at the meeting's start time. The quorum for a General Meeting is fifteen (15) Members who are eligible to vote being present in person. The quorum must always be present during the General Meeting. At any General Meeting of the Club at which the quorum is not met within 15 minutes of the start time, the meeting shall be adjourned to such date as determined by the members present.

5.10 Control of General Meetings: The President chairs General Meetings. If that person is absent, the Vice-President shall preside. If neither of them is present the members shall elect a Chairperson for the meeting who is not a current Committee member or standing for election. General Meetings will not be invalidated if one or more members do not receive notice of the meeting. Neither will an irregularity, error or omission in notices, agendas and papers of the meeting, or in notice within the required time frame to give notice to all Members invalidate the meeting if:

- (a) the chair of the meeting in their discretion determines that it is still appropriate for the meeting to proceed despite the irregularity, error, or omission; and
- (b) a motion to proceed is put to the meeting and a majority of votes cast is obtained in favour of the motion to proceed.

5.11 Voting: At any General Meeting each Member over the age of 19 present in person shall be entitled to one (1) vote except that the Chairperson shall have a casting as well as a deliberative vote. At any meeting held on or after the first day of June in any year, a member who has not paid their subscription and arrears, or has not adhered to their payment spread agreement, shall not be entitled to vote. Voting shall be by voice or a show of hands. In voting for Officers where there is more than one (1) candidate, voting shall be by secret ballot and the Chairperson will appoint two (2) scrutineers to count the votes and subsequently destroy the ballot papers.

5.12 Minutes: The Secretary must take full and accurate minutes of all General Meetings recording all decisions reached, including actions to be taken and by whom.

6 Management Committee

6.1 Functions and powers: Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution the Committee must manage the operation and affairs of the Club and has all the requisite powers. In particular, the Committee has the power:

- (a) To purchase, lease, hire or otherwise acquire, construct and maintain, and to sell, exchange or otherwise dispose of buildings, fences, machinery, roads, paths and other works, property or assets whatsoever as may be necessary or expedient for the use of the Club.
- (b) To raise money by applying to community funding bodies for grants, and to commercial

- or private entities for sponsorship to support the endeavours of the Club.
- (c) To borrow or raise money by the issue of debentures, bonds, mortgages or any other security founded or based or secured on all or part of the property owned by the Club. However, in this case the Committee must put forward a motion to that effect at the AGM or a SGM called expressly for this purpose. The Committee can only proceed after a Special Resolution is passed by 75% of the Members present and eligible to vote.
 - (d) To invest in low risk securities such as bank term deposits and upon such terms as the Committee thinks fit, the whole or part of the funds of the Club which are not required for the immediate business of the Club.
 - (e) To obtain and renew from time-to-time a Licence to sell alcoholic beverages that is available to the Club under the Sale of Liquor Act 2012, and to conduct and manage the licenced premises in accordance with the provisions of the said Licence.

6.2 Officers and Composition of the Management Committee: The Officers include: President, Vice-President, Secretary, Treasurer, Club Captain and four (4) elected committee members. The Immediate Past President shall automatically serve on the Management Committee for the ensuing year, having full voting rights. If the President serves for more than 1 year, the Management Committee shall number 9 not 10 once the Past President's term has ended.

6.3 Role of President: The President shall oversee the governance and operations of the Club, chair General Meetings and meetings of the Committee. The President or their nominee shall have the right to attend any meeting of any sub-committee. The President shall annually prepare a report and present it at the AGM.

6.4 Role of Vice-President: The Vice-President shall assist the President as directed and carry out the duties of the President on the occasions of their absence.

6.5 Role of the Secretary: The Secretary is responsible to the Committee and Members, and shall keep minutes of all meetings of the Club and of the Committee. The Secretary shall conduct the correspondence of the Club and call all meetings of the Club and Committee. The Secretary shall generally attend to the business of the Club under general and special directions of the Committee, which shall annually fix any remuneration if applicable.

6.6 Role of the Treasurer: The Treasurer is responsible to the Committee and Members, and shall control the finances of the Club. The Treasurer must keep proper accounting records that correctly show the financial affairs and transactions of the Club. The Treasurer shall, in accordance with accepted accounting practices, annually prepare and submit to the Club's accountant, a Statement of Receipts and Expenditure, and Balance Sheet which, after the accountant's sign off, shall be presented to the AGM together with the Treasurer's summary of the Club's financial position. The Treasurer must also submit the accountant's report for review and ensure that the Reviewer's report is registered with the Registrar by the due date.

Any member holding the office of Treasurer shall be entitled to all facilities of the club without payment of subscription.

6.7 Role of the Club Captain: The Club Captain is responsible to the Committee and Members, and has overall responsibility for the yearly golf programme in liaison with the captains of the section sub-committees as defined in clause 6.15. The Club Captain is the players' representative on the Management Committee and will generally resolve all matters that may arise from the Club Captain's sub-committee, however, they may also seek assistance from the Management Committee if appropriate. The Club Captain shall be

prominent and approachable within the Club throughout the year. They shall encourage Members to attend club days, and to enter competitions and tournaments. The Club Captain shall also, from time-to-time, liaise with captains of other golf clubs in the region for their clubs' mutual benefit. The Club Captain shall annually prepare a report and present it at the AGM.

6.8 Election of Officers and Committee Members:

- (a) The Secretary shall call for nominations for Officers and any Committee Member positions that are to be vacated at an AGM at least twenty five (25) Working Days before AGM.
- (b) Nominations shall be on the approved form decided by the Committee and must include a seconder. The form shall be posted on the noticeboard in the clubhouse.
- (c) Nominees must agree to accept their nomination by signing said form. Nominations will remain open until the AGM.
- (d) Nominations may be accepted from the floor at the AGM to fill any vacant positions.
- (e) If there are more nominees than the number of positions available, the election is by secret ballot. Two scrutineers must be appointed at the General Meeting to count the votes, and to destroy the voting papers afterwards.
- (f) Those nominees who have the highest number of votes in their favour to fit the number of vacant positions are declared elected.
- (g) If the number of votes for one or more nominees is equal to another nominee, a further vote will be held between the tied nominees;
- (h) If there is only one nominee for a vacant position, that person is declared to be elected without the need for a vote.

The position of Secretary may, at the discretion of the Committee, be included in the job description of Clubhouse Manager and an annual election would thus not be required.

6.9 Qualification: Every Committee Member must, in writing, consent to be a Committee Member; and certify that they are not disqualified from being elected or holding office as a Committee Member by this Constitution or under section 47 of the Act.

6.10 Disqualification: The following persons are disqualified from being elected or holding office as a Committee Member:

- (a) A person who is an employee of, or independent contractor to, the Club.
- (b) A person who is disqualified from being elected or holding office as a Committee Member under section 47 of Act.
- (c) A person who has been removed as a Committee Member following a process under this Constitution or any Bylaw.
- (d) If an existing Committee Member becomes or holds any position in (a) above then upon their appointment to such a position, they are deemed to have vacated their office as a Committee Member.
- (e) If any of the circumstances listed in (b) above occur to an existing Committee Member, they are deemed to have vacated their office upon the relevant authority making an order or finding against them of any of those circumstances.

6.11 Term of office:

- (a) Officers shall be elected at each AGM and shall hold office until the following AGM when they shall retire, but shall be eligible for re-election.
- (b) The two longest serving of the four (4) committee members shall retire annually. In the

event of having to decide who shall retire between two (2) or more members who have held office for the same length of time, this shall be done by lot at a Committee Meeting at least fourteen (14) Working Days before the AGM. In the event of resignations, one or none may have to retire, as long as the number of vacancies is no less than two (2).

6.12 Casual Vacancy: If a Casual Vacancy arises, the remaining Committee Members may:

- (a) appoint a person of their choice to fill the Casual Vacancy until the expiry of the term of the person they replace; or
- (b) appoint a person of their choice to fill the Casual Vacancy only until the next AGM, at which a person is elected to fill the remainder of the term of the Casual Vacancy; or
- (c) may leave the Casual Vacancy unfilled until the next AGM, at which a person is elected to fill the remainder of the term of the Casual Vacancy.

6.13 Removal of Committee Member: The Committee may, by Special Resolution, remove any Committee Member from the Committee before the expiry of their term of office if the Committee considers the Committee Member concerned:

- (a) has been absent without leave from three (3) consecutive Committee Meetings; or
- (b) has seriously breached duties under this Constitution or the Act; or
- (c) is no longer a suitable person to be a Committee Member.

Before considering a motion for removal, the Committee Member who is the subject of the motion must be given:

- (i) notice that a Committee meeting is to be held to discuss the motion to remove the Committee Member; and
- (ii) adequate time to prepare a response; and
- (iii) the opportunity before the Committee meeting to make written submissions; and
- (iv) the opportunity to be heard at the Committee meeting.

6.14 Committee Member ceasing to hold office: A person ceases to be a Committee Member if:

- (a) their term expires;
- (b) the person resigns by delivering a signed notice of resignation to the Committee;
- (c) the person is removed from office under this Constitution;
- (d) the person becomes disqualified from being an officer under section 47(3) of the Act;
- (e) the person dies.

6.15 Sub-committees: In exercise of its powers, the Management Committee may appoint sub-committees as it deems necessary. At the first Committee meeting after the AGM, the following sub-committees shall be appointed: Finance, Grounds, Clubhouse, Grants and Sponsorship, Handicap, Volunteers, and any other sub-committees that for the time being are deemed necessary. The Convenor of each sub-committee shall be a Committee member but the others need not be. The Committee may direct any sub-committee to meet and report to the Committee on its deliberations.

6.15a Club Captain's Sub-Committee (Match Committee): This shall consist of the Club Captain, the Men's Captain, the Ladies' Captain, the Men's Midweek Captain and the 9-Hole Ladies' Captain, and any additional members that the sub-committee sees appropriate.

6.15b Men's Sub-Committee: Once elected the Club Captain shall organise nominations from the men who are Ordinary Members for the election or appointment of Saturday and Mid-Week sub-committees. Each shall consist of a Captain, Vice-Captain and no less than three (3) additional members who shall meet no less than four (4) times a year. Such sub-committees shall be formed within twenty (20) Working Days of the Club's AGM. They shall have the power to arrange the men's annual programme and, at the discretion of the Committee, to arrange additional competitions. The Men's Captain need not be a Committee Member.

6.15c Ladies' Sub-Committee: The lady Ordinary Members shall elect a sub-committee consisting of a Club Captain, Vice-Captain, Secretary, Treasurer and up to four (4) members. Such an election shall be held annually prior to the Club's AGM. This sub-committee shall have the power to arrange the ladies' annual programme and, at the discretion of the Committee, to arrange additional competitions. The Ladies' Captain need not be a Committee Member

6.15d 9-Hole Ladies' Sub-Committee The 9-hole lady Ordinary Members shall elect a sub-committee consisting of a Captain, Vice-Captain, Secretary, Treasurer and two (2) members. Such an election shall be held annually prior to the Club's AGM. This sub-committee shall have the power to arrange the 9-hole ladies' annual programme and, at the discretion of the Committee, to arrange additional competitions. The 9-Hole Captain need not be a Committee Member

The duty of each sub-committee under clause 6.15 is to manage the proper running of golf within their respective sections for the benefit and enjoyment of its members, and any other duties that the Committee, at its discretion, may deem necessary.

7 Committee Meetings

7.1 Calling meetings: Management Committee meetings may be called at any time by the President or the Secretary if urgent matters so require, but generally the Committee meets once a month with at least eleven (11) meetings a year.

7.2 Meeting procedure: The President shall chair the meeting. In the President's absence, the Vice-President shall preside. If neither are present, the members present shall elect a chairperson. The Secretary shall take full and accurate minutes, recording all decisions taken, including what actions are to be taken and the persons responsible for doing so.

7.3 Quorum: The quorum for a Management Committee meeting is six (6)members. If this is not met within 15 minutes of the fixed start time, the meeting shall be adjourned to such a time and date determined by the members present.

7.4 Voting: Each Committee Member has one vote. Voting is by voices or on request of any Committee Member by a show of hands. Any resolution shall pass with a simple majority. If votes tie for any resolution, the chair does not have a casting vote and therefore it does not pass.

7.5 Resolution in writing: A resolution in writing signed or consented to by email or other electronic means by a majority of Committee Members is valid as if it had been passed at a committee meeting. This clause may be enacted from time-to-time to deal with a Matter that is deemed urgent and it would be against the best interests of the Club if the Matter were left until the next scheduled committee meeting.

8 Duties of Officers and Committee Members

8.1 In accordance with sections 54 – 59 of the Act, an Officer or Committee member:

- (a) when exercising powers or performing their duties, must act in good faith and in what they believe to be the best interests of the Club;
- (b) must exercise their power for a proper purpose;
- (c) must not act, or agree to the Club acting, in a manner that contravenes the Act or this Constitution;
- (d) when exercising powers or performing their duties, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances, taking into account, but without limitation the nature of the Club, the nature of the decision and their position and the nature of the responsibilities undertaken by them;
- (e) must not agree to the activities of the Club being carried on in a manner likely to create a substantial risk of serious loss to the Club's creditors or cause or allow the activities of the Club to be carried on in a manner likely to create a substantial risk of serious loss to the Club's creditors;
- (f) must not agree to the Club incurring an obligation unless the Officer believes at that time on reasonable grounds that the Club will be able to perform the obligation when it is required to do so; and
- (g) when exercising powers or performing their duties, they may rely on reports, statements, and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:
 - (i) an employee whom they believe on reasonable grounds to be reliable and competent in relation to the matters concerned;
 - (ii) a professional adviser or expert in relation to matters that they believe on reasonable grounds to be within the person's professional or expert competence; or
- (h) when, acting in good faith, make proper inquiry where the need for inquiry is indicated by the circumstances, and have no knowledge that the reliance is unwarranted.

9 Interests

9.1 Register of interests: The Committee must keep a register of interest disclosures made by its members.

9.2 Duty to disclose interest: A member of the Committee who is Interested in a Matter relating to the Club must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Committee, as soon as practicable after the member becomes aware that they are interested in the Matter and include it in the register of interests.

9.3 Consequences of being Interested: A Committee Member who is Interested in a Matter:

- (a) must not vote or take part in a decision of the Committee relating to the Matter, unless all non-interested Committee Members consent;
- (b) must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Committee Members consent;
- (c) must not take part in any Committee discussion relating to the Matter or be present at the time of the decision, unless all non-interested Committee Members consent;
- (d) may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.

9.4 Notice of failure to comply: The Committee must notify Members of a failure to comply with clause 9.2, and of any transactions affected, as soon as practicable after becoming aware of the failure.

10 Control and Management of Finances

10.1 The funds and property of the Club shall be:

- (a) subject to this Constitution, controlled, invested and disposed of by the Committee, unless otherwise directed by resolution of a General Meeting; and
- (b) devoted solely to the promotion of the purposes of the Club set out in clause 3.

All monies received by the Club shall be paid weekly into the Club bank account(s) at a bank selected from time-to-time by the Committee. All payments by the Club shall be made by electronic funds transfers, which shall be signed or authorised by the Treasurer and/or other Committee members as the Club appoints as bank signatories at the AGM. In all cases any such payments must be authorised by a minimum of two (2) signatories.

10.2 Balance date: The Club's Year shall commence on the first day of October and end on the last day of September. Thus, the balance date is 30 September in any one year.

10.3 Review: The Club shall appoint annually a person, the Reviewer, to review the Annual Financial Statements of the Club. The Reviewer shall conduct an examination with the objective of providing a report that nothing has come to their attention to cause the Reviewer to believe that the financial information is not presented in accordance with standard accounting practices and accounting policies of the Club. The Reviewer must be a Chartered Accountant and must not be a member of the Committee, or an employee of the Club. If the Club appoints a Reviewer who is unable to act for some reason, the Committee shall appoint a replacement.

The Committee is responsible to provide the Reviewer with:

- (a) Access to all information of which the Committee is aware that is relevant to the preparation of the Financial Statements such as records, documentation and other matters.
- (b) Any other information that the Reviewer may request from the Committee pursuant to the review.
- (c) Reasonable access to any persons within the Club from whom the Reviewer determines necessary to obtain evidence.

10.4 No personal benefit: The Officers and Members may not receive any distributions of profit or income from the Club. This does not prevent Officers or Members:

- (a) receiving reimbursement of actual and reasonable expenses incurred, or
- (b) entering into any transactions with the Club for goods or services supplied to or from them, which are at arms' length, relative to what would occur between unrelated parties, provided no Officer or Member is allowed to influence any such decision made by the Club in respect of payments or transactions between it and them, their direct family or any associated entity.

11 Indemnity and insurance

11.1 Indemnities: The Club may indemnify an Officer, a Member or an employee as permitted by section 96 of the Act in respect of:

- (a) liability to any person other than the Club for any act or omission in their capacity as an Officer, Member or employee (not being a liability specified in clause 11.2);
- (b) costs incurred by the Officer, Member or employee in defending or settling any claim or proceeding relating to that liability; and
- (c) costs incurred by the Officer, Member or employee in defending or settling any proceeding that relates to liability to any person for any act or omission in their capacity as an Officer, Member or employee of the Club, but only if judgement is given in their favour, they are acquitted, or the proceeding is discontinued.

11.2 The liability specified in this clause is:

- (a) criminal liability; or
- (b) a liability that arises out of a failure to act in good faith and in what the Officer, Member or employee believes to be in the best interests of the Purposes of the Club when acting in their capacity as an Officer, Member or employee.

11.3 Insurance: The Club may, with the approval of the Committee effect insurance for an Officer, Member or employee under section 97 of the Act in respect of:

- (a) liability (other than criminal liability) to any person for any act or omission in their capacity as an Officer, Member or employee; or
- (b) costs incurred by an Officer, Member or employee in defending or settling any claim or proceeding for any claim or proceeding relating to that liability; or
- (c) costs incurred by the Officer, Member or employee in defending any criminal proceedings that have been brought against an Officer, Member or employee in relation to any alleged act or omission in their capacity as an Officer, Member or employee; and of which they are acquitted.

Committee Members who vote in favour of authorising the insurance under clause 11.3 must sign a certificate stating that, in their opinion, the cost of effecting the insurance is fair to the Club.

The power of the Club to indemnify and effect insurance pursuant to clause 11 may not be exercised if and to the extent that doing so would endanger the financial security of the Club.

12 Amendments to Constitution

Amendments: This Constitution may only be substantially amended or replaced by a Special Resolution passed by 75% of Members present at a General Meeting. However, if the amendment is minor or is to correct errors, the Club can instead follow the process set out in section 31 (*Minor or technical amendments*) of the Act. The Committee must then:

- (a) ensure that written notice of the amendment is sent to every member.
- (b) the notice must state the text of the amendment and the right of the member to object to the amendment.

If no objection from a member is received within twenty five (25) Working Days after the date on which the notice is sent, the Committee may make the amendment. However, if an

objection is received, the Committee may not make the amendment and so must call a SGM or propose it at the next AGM.

If a member wishes to propose an amendment to this Constitution, the member must deliver their proposal and its rationale in writing to the Committee for consideration. The Committee will then decide whether to present it to Members at a General meeting.

No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals.

If the proposed amendment or replacement is passed, the Committee must ensure that a copy of the amendment, and a copy of the Constitution as amended are notified to the Registrar in accordance with the Act. No amendment shall take effect until registered with the Registrar.

13 Bylaws and Integrity Code

13.1 Bylaws: The Committee may, from time-to-time, make, amend and repeal Bylaws for the conduct and control of the Club's activities, and codes of conduct applicable to Members. Any Bylaw must be consistent with this Constitution, the Club's purposes set out in clause 6, the Act and any other laws.

- (a) All Bylaws are binding on the Club and its Members and, where appropriate, shall be prominently displayed in the clubhouse.
- (b) The making, amendment, repeal, or replacement of a Bylaw is not an amendment of this Constitution.
- (c) A Bylaw register shall be kept by the Club.

13.2 Integrity Code: means an integrity code issued by the Integrity Sport and Recreation Commission under section 19 of the Integrity Sport and Recreation Act 2023. If Golf NZ adopts an Integrity Code, the Club and all its Members are bound by it.

14 Dispute resolution

14.1 Definitions: In this clause 14:

(a) **Dispute** means a disagreement or conflict between and among any one or more Members, any one or more Officers and the Club, that relates to an allegation that:

- (i) a Member or an Officer has engaged in misconduct; or
- (ii) a Member or an Officer has breached, or is likely to breach, a duty under this Constitution or Bylaws or the Act; or
- (iii) the Club has breached, or is likely to breach, a duty under this Constitution or Bylaws or the Act; or
- (iv) a Member's rights or interests as a member have been damaged or Members' rights or interests generally have been damaged;

(b) **Disputes Procedure** means the procedure for resolving a Dispute set out in clauses 14.6 to 14.13.

(c) a **Member** is a reference to a Member acting in their capacity as a Member.

(d) an **Officer** is a reference to an Officer acting in their capacity as an Officer.

14.2 All Members and Committee are obliged to cooperate to resolve disputes and complaints efficiently, fairly and with minimum disruption to the Club's activities.

14.3 The person raising the dispute or complaint, and the Committee must, in the first instance, consider and discuss whether the dispute or complaint may be best resolved through informal discussions, mediation, arbitration or tikanga-based practice. Where mediation or arbitration is agreed upon, the parties will sign a suitable document to that effect.

14.4 Application of other legislation to a Dispute: The Disputes Procedure detailed below will not apply to a Dispute to the extent that other legislation requires the Dispute to be dealt with in a different way. The Disputes Procedure will have no effect to the extent that it contravenes, or is inconsistent with, that legislation.

14.5 Application of other procedures under this Constitution or in a Bylaw:

If the Dispute is dealt with by a separate procedure under this Constitution or in a Bylaw, that separate procedure applies to the exclusion of the Disputes Procedure.

14.6 How a complaint is made:

- (a) A Member or an Officer may start the Disputes Procedure (a **complaint**) by giving written notice to the Committee that states that they are starting proceedings for resolving a dispute in accordance with this Constitution, and states the allegation to which the dispute relates and whom the allegation is against; and any other information reasonably required by the Club.
- (b) The Club may make a Complaint involving an allegation against a Member or an Officer by giving written notice to the person concerned setting out the allegation to which the Dispute relates. The information given must be sufficiently detailed to ensure that the person against whom an allegation is made is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.

14.7 Investigating and determining Disputes: The Club must as soon as is reasonably practicable after receiving or becoming aware of a Complaint, ensure the Dispute is investigated and determined. Disputes must be dealt with in a fair, efficient, and effective manner.

14.8 Decision to not proceed with a matter: Notwithstanding clause 14.7, the Club may decide not to proceed with a matter if:

- (a) the Complaint is trivial; or
- (b) the Complaint does not appear to disclose or involve any allegation of the following kind:
 - (i) that a Member or Officer has engaged in any material misconduct;
 - (ii) that a Member or Officer, or the Club has materially breached or is likely to materially breach a duty under this Constitution or the Act; or any Bylaws;
 - (iii) that a Member's rights or interests or Members' rights or interests generally have been materially damaged;
 - (iii) the Complaint appears to be without foundation or there is no apparent evidence to support it; or
 - (iv) the person who makes the Complaint has an insignificant interest in the matter; or
 - (v) the conduct, incident, event, or issue giving rise to the Complaint has already been investigated and dealt with under this Constitution; or

- (vi) there has been an undue delay in making the Complaint.

14.9 Complaint may be referred: The Committee may refer a Complaint to:

- (a) a subcommittee or an external person to investigate and report; or
- (b) any type of consensual dispute resolution with the consent of all parties to the complaint.

14.10 Decision-makers A person may not act as a decision-maker in relation to a Complaint if two (2) or more members of the Management Committee or a Complaints subcommittee consider there are reasonable grounds that the person may not be impartial or able to consider the matter without a predetermined view.

14.11 Person who makes the complaint has right to be heard:

- (a) The Member or Officer has a right to be heard before the Complaint is resolved or any outcome is determined.
- (b) If the Club makes a Complaint, the Club has a right to be heard before the Complaint is resolved or any outcome is determined, and an Officer may exercise that right on behalf of the Club.

Without limiting the manner in which the Member, Officer or Club may be given the right to be heard, they must be taken to have been given the right if:

- (i) the Member or Officer or the Club has a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
- (ii) an oral hearing is held if the decision-maker considers that an oral hearing is needed to ensure an adequate hearing; and
- (iii) an oral hearing (if any) is held before the decision-maker; and
- (iv) the Member's, Officer's or the Club's written statement and verbal statements or submission (if any) are considered by the decision-maker.

14.12 Person who is the subject of a Complaint has a right to be heard:

This clause applies if a Complaint involves an allegation that a Member, Officer or the Club (the **Respondent**) has: engaged in misconduct; or has breached, or likely to breach a duty under this Constitution, the Act or any Bylaws; or has damaged the rights or interests of a Member or rights of Members generally.

The respondent has a right to be heard before the Complaint is resolved or any outcome is determined. If the Respondent is the Club, an Officer may exercise the right on behalf of the Club. A Respondent must be taken to have been given the right if:

- (a) the respondent is fairly advised of all allegations concerning the respondent, with sufficient details and time given to enable the respondent to prepare a response; and
- (b) the respondent has a reasonable opportunity to be heard in writing or at an oral hearing, (if one is held); and
- (c) an oral hearing is held if the decision-maker considers that an oral hearing is needed to ensure an adequate hearing; and
- (d) an oral hearing (if any), is held before decision; and
- (e) the respondent's written and verbal statements, or submissions (if any) are considered by the decision-maker.

14.13 Appeals: There is no right of appeal or right of review of a decision unless specified. Members have the right to appeal decisions of the Club to Golf NZ but only if a right of appeal is permitted under the constitution and regulations of Golf NZ.

15 General and Miscellaneous

15.1 Common Seal: The Common Seal of the Club shall be the Seal adopted as such by resolution of the Committee and shall be kept in the custody of the Secretary. It shall be affixed to any document only by the authority of a resolution of the Committee, and in the presence of the President, the Secretary, and one (1) other Committee member. All three (3) shall sign the document. The Club shall maintain a register of such documents so sealed.

15.2 Notices: No notices, placards or advertising material of any kind, personal to a member or non-member, shall be exhibited on the walls of the Clubhouse or any of its rooms unless authorised by the Committee.

15.3 Rules of Play: The rules of play of the Club shall be those of the Royal and Ancient Golf Club of St Andrews (R&A) and the United States Golf Association (USGA) as periodically updated, except as varied by the Local Rules of the Club.

15.4 Competitions and Tournaments: All competitions shall be arranged and played under the supervision of the Committee and/or the Match Committee, to which all queries and issues during play shall be referred according to Rule 20 of clause 15.3 above. Before making a ruling, they may refer the matter to a qualified referee (if available). Rulings from a referee or the Committee are binding on all players.

16 Liquidation and Removal

16.1 Subject to the Act, the Club may be put into voluntary liquidation in accordance with Part 5 of the Act. The Committee shall give notice to all Members at least 21 calendar days of a proposed motion:

- (a) to appoint a liquidator;
- (b) to remove the Club from the Register of Incorporated Societies; or
- (c) for the distribution of the Club's surplus assets.

The notice must comply with section 228 of the Act and include details of the General Meeting at which the proposed motion is to be considered. The notice must state the following:

- (i) the time and place of the meeting;
- (ii) the nature of the business to be transacted at the meeting in sufficient detail to enable a member to form a reasoned judgement in relation to it;
- (iii) the text of the resolution;
- (iv) a statement confirming that the Committee has had regard to the Club's purposes.

16.2 Special Resolution: Any resolution for a motion set out in clauses (a) to (c) must be passed by a Special Resolution of Members.

16.3 Surplus assets: The surplus assets of the Club, after the payment of all costs, debts and liabilities, shall not be distributed among the Members but must be distributed to such not-for-profit entities in New Zealand that share similar purposes to the Club, as the Members decide in a General Meeting. Payment shall only be made to an incorporated society whose

rules prohibit the distribution of its funds among the members of that society.

17 Matters not provided for

17.1 If any matter arises that, in the opinion of the Committee, is not provided for in this Constitution or any Bylaws, or if any dispute arises out of the interpretation of this Constitution or the Bylaws, the matter or dispute will be determined by the Committee.

18 Transition

18.1 This clause 18 applies to facilitate the transition of the Club from its previous Rules to this Constitution. If this clause is inconsistent with any other clause in this Constitution, this clause applies to the extent of the inconsistency and the other clause will not.

18.2 Power of the Committee during the transition period: Subject to the Act, the Committee shall set the date when this Constitution comes into effect after it is ratified by Members and uploaded to the Registrar. This clause is solely to allow flexibility in the transition of the Club from the previous Rules to this Constitution, and to correct any unintended consequences occurring through different wording being used.

18.3 Transition of Committee Members: Given that the composition of the Committee and its term of office in the previous Rules and in this Constitution are identical, the existing Officers and Committee Members will remain in office until the AGM following the Constitution's enactment.