

Rules of the Te Puke Golf Club (Incorporated)

Ratified by Members at a Special General Meeting

10 December 2024

1. THE TE PUKE GOLF CLUB

Name

1.1 The name of the Club is Te Puke Golf Club Incorporated (the '**Club**').

Purposes

1.2 The primary purposes of the Club are to:

- (a) To provide a high standard of facilities for the playing of golf, social activities and any other sport or activity.
- (b) To encourage the growth of the game of golf and any other sport or activity and encourage social interaction between members of the Club and visitors to the Club.
- (c) To purchase or lease such real or personal property as may be considered advisable for the acquisition, maintenance and working of golf courses, sporting grounds, club houses and amenities buildings.
- (d) To borrow or raise money upon mortgage, debenture or other security, charging the whole or any part of the assets of the Club, or to borrow money from Bankers or any other source with or without security and upon such terms as the Club may decide.
- (e) To make, draw, accept, endorse, discount and issue Bills of Exchange, Promissory Notes and any other negotiable instruments upon such terms as the club may decide.
- (f) To employ or invest funds of the Club in such manner as shall be deemed to be in the best interests of the Club.
- (g) To provide an organisation and executive by way of a Board of Management to efficiently control and manage the facilities and amenities specified in these objects.
- (h) To do all things that are incidental or conducive to the attainment of any of these objects.

1.3 The Club must not operate for the purpose of, or with the effect of:

- (a) Any Member of the Club deriving any personal Financial Gain from membership of the Club, other than as may be permitted by law, or
- (b) Returning all or part of the surplus generated by the Club's operations to Members, in money or in kind, or
- (c) Conferring any kind of ownership in the Club's assets on Members.
- (d) No addition to, deletion from or alteration of the organisation's rules shall be made which would allow personal pecuniary profits to any individuals.

Tikanga / Culture

- 1.4 The tikanga or culture of the Club is as follows:
- (a) Respect – the Club and its Members are to be welcoming, courteous and respectful of people and property
 - (b) Inclusive – the Club and its Members value inclusivity and create opportunities for all.
 - (c) Integrity – the Club and its Members should always do what we say we are going to do.

These Rules shall be interpreted having regard to that tikanga or culture.

Registered office

- 1.5 The registered office of the Club shall be at the Clubhouse, 847 State Highway 2, Paengaroa, Te Puke or such other place in New Zealand as the Board from time to time determines. Changes to the registered office shall immediately be notified to the Registrar of Incorporated Societies in a form and as required by the Act (Incorporated Societies Act 2022).

Powers

- 1.6 The Club has all the rights, powers and privileges of a natural person otherwise conferred onto it by the Act and by law, including the power to borrow money and incur debt.
- 1.7 The Club may only exercise its powers to achieve or further its purposes.

Act and Regulations

- 1.8 Nothing in this Constitution authorises the Club to do anything which contravenes or is inconsistent with the Act, any regulations made under the Act, or any other legislation.

2. MEMBERS OF THE CLUB

Minimum number of Members

2.1 The Club shall maintain the minimum number of Members required by the Act.

Types of Members

2.2 The classes of membership and the method by which Members are admitted to different classes of membership are as follows:

(a) **Ordinary Member:** An Ordinary Member is an individual admitted to membership under these Rules and who has not ceased to be a Member. Various rights are attributed to Ordinary Members under the Bylaws of the Club. Ordinary Members are entitled to vote at any meeting of the Club and are eligible for election to hold office within the Club.

(b) **Honorary Member:** A Honorary Member is an individual admitted to membership under these Rules and who has not ceased to be a Member. Various rights are attributed to Honorary Members under the Bylaws of the Club. Honorary Members are not entitled to vote at meetings of the Club and are not eligible to hold office within the Club.

(c) **Honorary Day Member:** A Honorary Day Member shall be visitors to the course who, upon payment of the prescribed day subscription for such class of member, shall be entitled to play on the course and use the Clubhouse and facilities of the Club during the day(s) in respect of which their subscription has been paid. Honorary Day Members have no other rights other than those prescribed above.

2.3 The categories of members within each class of membership outlined in clause 2.2, the maximum number of members allowed in said categories, and the associated playing, or otherwise, rights are detailed in the Club's by-laws.

2.4 The Board may from time to time make changes to the categories, including but not limited to, creating new categories or closing membership of any category, vary the category sizes, and change the associated rights in accordance with their duties and obligations detailed in the rules of this Constitution.

2.5 Notwithstanding anything provided in this section, the Board or any officer so authorized by the Board may in its discretion prohibit, or restrict access to the course and/or facilities on any day as it so chooses.

Becoming a member

2.6 Every applicant for membership must consent to becoming a Member in writing or using such other methods as prescribed by Regulations under the Act.

2.7 An applicant for membership must complete and sign any application form, supply any information, or attend an interview, as required by the Board.

2.8 The Board may accept or decline an application for membership. The Board must

advise the applicant of its decision (but is not required to provide reasons for that decision).

- 2.9 The Board may apply, and require payment of, a joining fee as part of any application for membership.

Obligations and rights of Members

- 2.10 Every Member shall provide the Club with that Member's name and contact details (including email address, postal address, and telephone number(s)) and promptly advise the Club of any changes to those details.
- 2.11 Membership does not confer on any Member any right, title, or interest (legal or equitable) in the property of the Club.
- 2.12 All Members (including Board Members) shall promote the interests and purposes of the Club and shall do nothing to bring the Club into disrepute.
- 2.13 Members shall pay all subscriptions fees or levies imposed by the Club by the relevant due date. If a Member fails to do so they will be deemed "Unfinancial". An Unfinancial Member is not entitled to exercise the rights of membership (including proposing or signing Member resolutions, attending and voting at General Meetings, accessing or using the Club's premises, facilities, equipment and other property);
- 2.14 No Ordinary Member or Honorary Member is liable for an obligation of the Club by reason only of being a Member.
- 2.15 No Member, or Associated Person, is allowed to take part in, or influence any decision made by the Club in respect of payments to, or on behalf of, the Member or Associated Person of any income, benefit, or advantage.
- 2.16 The Board may decide what access or use Members (or any group or subgroup of Members) may have of or to any premises, facilities, equipment, IT booking systems, or other property owned, occupied or otherwise used or operated by the Club, including any conditions of and any subscriptions or fees for such access or use.

Subscriptions and fees

- 2.17 On an annual basis the Board shall fix an amount to be payable by Members of the Club as a subscription for the following subscription year and may at the same time fix an amount to be paid as an application fee and/or joining fee by any person becoming a Member during that year.
- 2.18 The Annual Subscription shall be fixed each year in respect of each category and class of Members in such amount as the Board shall think fit.
- 2.19 The subscriptions fixed under clause 2.17 shall be published by the Board.
- 2.20 The Annual Subscription may be made payable in one sum or by such instalments and at such times and subject to such rebates, credits or fees for prompt payment as may be determined by the Board.
- 2.21 If a Member's Subscription or any part of it which has become payable remains unpaid for one (1) month from the date fixed for payment, all membership rights of the person defaulting in payment shall be suspended and the General Manager shall cause a

Reminder Notice of Suspension of Membership Rights under this Rule to be sent to that Member together with a notice demanding payment. If payment is not received within twenty-eight (28) days of the date upon which the Reminder Notice and Notice of Suspension has been given to the Member, that person shall cease to be a Member but at the discretion of the Board may be subject to proceedings for the recovery of any unpaid part of the Annual Subscription.

- 2.22 The Board may in any circumstances in which it considers that it would be reasonable to do so and on such further conditions as it thinks fit, allow special arrangements to be made for payment of the Subscription payable by a Member in any year by instalments different from those fixed by the Board in respect of Members generally.
- 2.23 No Member shall be eligible to enter for any competition, tournament or event or to compete for any trophy or prize until all payments due by that Member up to the date of entry for that competition, tournament or event or for that trophy or prize have been paid. If any person enters or competes in breach of this Rule he or she will be disqualified notwithstanding that any match or entry fee may have been paid by that Member and that the entry into the competition, tournament or event or to contest for a prize or trophy has been accepted by or on behalf of the Club.

Ceasing to be a Member

- 2.24 A Member ceases to be a Member:
- (a) On death and from the time of death.
 - (b) By resignation by notice to the General Manager, and from the time of the receipt of that notice, or any subsequent date stated in any notice.
 - (c) On and from termination of their membership following a dispute resolution process under these Rules.
 - (d) After failing to remedy any “Unfinancial” membership status after being required to by the Club, and in any relevant timeframe stipulated by the Club, with their membership ceasing immediately on the expiry of that timeframe.

Obligations on resignation

- 2.25 A Member who resigns or whose membership is terminated under these Rules:
- (a) Remains liable to pay all subscriptions and other fees to the Club’s next subscription anniversary date;
 - (b) Shall cease to hold themselves out as a Member of the Club;

- (c) Shall return to the Club all material provided to Members by the Club (including any membership certificate, badges, handbooks and manuals);
- (d) Shall remove any possessions or materials that may be stored with the Club; and
- (e) Shall cease to be entitled to any of the rights of a Club Member.

Becoming a Member again

2.26 Any former Member may apply for re-admission in the manner prescribed for, and subject to the conditions then required of, new applicants. However, if a former Member's membership was terminated following a dispute resolution process (including if the outcome of that process is a voluntary resignation), the applicant may be re-admitted only by resolution of the Board.

2.27 Honorary Day Members

Honorary Day Members shall be visitors to the course who, upon payment of the prescribed day subscription for such class of member, shall be entitled to play on the course and use the Clubhouse and facilities of the Club during the day(s) in respect of which their subscription has been paid. Honorary Day Members have no other rights other than those prescribed above.

- (a) Applicants for honorary day membership shall upon payment of a day(s) subscription be enrolled as "Honorary Day Members" of the club and shall abide by the Rules and Regulations of the Club.
- (b) Notwithstanding any other provisions in these Rules, Honorary Day Members shall not be charged an annual subscription but a day subscription fixed from time to time by the Board of Management of the Club.
- (c) Membership as an Honorary Day Member shall terminate at the end of the day for which their subscription has been paid.

3. GENERAL MEETINGS

Annual General Meetings

- 3.1 An Annual General Meeting shall be held once a year on a date and at a location determined by the Board and consistent with any requirements in the Act, and the Rules relating to the procedure to be followed at General Meetings shall apply.

Annual General Meetings: business

- 3.2 The business of an Annual General Meeting shall be to:
- (a) Confirm the minutes of the previous Club Meeting(s),
 - (b) Adopt the annual report on Club business,
 - (c) Adopt the Club's report on the finances of the Club, and the annual financial statements, including the Auditors Report,
 - (d) Consider any motions, including motions for the election of Board Members,
 - (e) Consider any general business.
- 3.3 The Board must, at each Annual General Meeting, present the following information:
- (a) An annual report on the affairs of the Club during the most recently completed accounting period,
 - (b) The annual financial statements for that period,
 - (c) The Auditors Report, and
 - (d) The budget for the next financial year including operating statement and cashflow and any schedule of planned Capital Expenditure, and
 - (e) The member fee schedule for the next financial year, and
 - (f) Notice of any disclosures of conflicts of interest made by Board Members during that period (including a brief summary of the matters, or types of matters, to which those disclosures relate).

Annual General Meetings: motions

- 3.4 The Board may put forward motions for the Club to vote on, which shall be notified to Members with the Notice of the Annual General Meeting.
- 3.5 Any Member may request that a motion be voted on at an Annual General Meeting, by giving notice to the General Manager, with the signatures of 10 members at least 21 Clear Days before that meeting. The Member must also provide information in support of the motion, including but not limited to, an explanation of the need for and benefits to be expected from the motion if it is carried. The Board shall consider any notices of motion and information and provide recommendations to Members.

Special General Meetings

- 3.6 Special General Meetings may be called at any time by the Board by resolution.
- 3.7 The Board must call a Special General Meeting if the General Manager receives a written request signed by at least 40 Voting Members or 5% of the Voting Members whichever is the greater.
- 3.8 Any resolution or written request must state the business that the Special General Meeting is to deal with, and shall contain sufficient details of the matters to be considered to enable the Board and the Members to consider the matters fully. The Board shall provide recommendations to Members on the resolutions or written requests.
- 3.9 The Rules relating to the procedure to be followed at General Meetings shall apply to a Special General Meeting, but a Special General Meeting shall only consider and deal with the business specified in the Board's resolution or the written request by Members for the Meeting.

Procedure for all meetings

- 3.10 The Board shall give all Members at least 28 Clear Days' Notice of any General Meeting and the outline of the business to be conducted at that General Meeting including any Board proposed motions.
- 3.11 The General Meeting and its business will not be invalidated simply because one or more Members do not receive the Notice.
- 3.12 The Board shall give all Members 14 Clear Days' Notice of the final agenda detailing the business to be conducted at the General Meeting, including any Member motions. In the case of an Annual General Meeting this shall include the items specified in Rule 3.3.

Voting

- 3.13 Ordinary Members may attend, speak and vote at General Meetings in person;
 - (a) Each Voting Member shall have one vote each;
 - (b) The method of voting at a General Meeting may be by voices, hands or poll as determined by the chairperson of the General Meeting, providing that if ten Voting Members request that a vote on a motion be conducted by poll, the chairperson must conduct the vote by poll;
 - (c) Unless otherwise required by this Constitution, all motions at a General Meeting will be decided by simple majority of Voting Members present and voting;
 - (d) The chairperson of the General Meeting, with assistance from the Returning Officer (as required), shall determine whether any motion has passed.

Internet and postal voting

- 3.14 The Board may allow internet or postal voting for any motion to be considered at a General Meeting, and shall give notice of the process to be followed for those methods of voting at the same time as any notice of meeting.
- 3.15 If internet or postal voting is permitted then the counting of votes for those motions shall include votes cast in accordance with the process notified, and any vote cast by the Voting Member in accordance with that process shall be deemed under these Rules to be a vote cast by a Voting Member present and voting.

Quorum

- 3.16 No General Meeting may be held unless at least 40 Voting Members attend either in person or (where the Board has permitted it) by real-time audio, audio and visual, or electronic means. This will constitute a quorum.
- 3.17 If, within fifteen (15) minutes after the time appointed for a meeting a quorum is not present, then the meeting:
- (a) If convened upon request of Members – shall be dissolved;
 - (b) In any other case it shall stand adjourned to a day, time and place determined by the Chairperson at their discretion without need for notification periods as normally required by rule 3.10 and 3.12.
- 3.18 If at such adjourned meeting a quorum is not present those present in person shall be deemed to constitute a sufficient quorum. Any decisions made when a quorum is not present are not valid.

Venue and mode of meetings

- 3.19 The Board may allow General Meetings to be held at one or more venues using any real-time audio, audio and visual, or electronic communication that gives each Voting Member a reasonable opportunity to participate.

Chair

- 3.20 All General Meetings shall be chaired by a Voting Member selected at the sole discretion of the Board.
- 3.21 Any person chairing a General Meeting has a deliberative and, in the event of a tied vote, a casting vote.
- 3.22 Any person chairing a General Meeting may:
- (a) With the consent of that General Meeting adjourn the General Meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

- (b) Direct that any person not entitled to be present at the Meeting, obstructing the business of the Meeting, behaving in a disorderly manner, being abusive, or failing to abide by the directions of the chairperson be removed from the Meeting, and
- (c) In the absence of a quorum or in the case of emergency, adjourn the Meeting or declare it closed.

Returning Officer

- 3.23 Prior to a General Meeting occurring, the Board must appoint a Returning Officer. The Returning Officer must not be a nominee running for the Board.
- 3.24 The role of the Returning Officer is:
 - (a) to supervise the counting of any votes cast in relation to a motion conducted by internet, post or by poll, and assist in determining whether such a motion has passed.

Minutes

- 3.25 The Board must ensure that minutes are kept of all General Meetings.

4. BOARD

Establishment and functions

- 4.1 The Club shall be governed by the Board, which shall, from the end of each Annual General Meeting until the end of the next, be accountable to the Members for the advancement of the Club's purposes and the implementation of resolutions approved by any General Meeting.
- 4.2 In the event of any dispute, doubt or difference arising as to the interpretation of application of these Rules, the decision of the Board shall be final and binding.

Manager

- 4.3 The Board may appoint a Manager to manage the day to day operations of the Club. The Manager will operate under the powers and title given by the job description set for that role by the Board. The Board may delegate some of its powers to the Manager to facilitate the effective operation of the Club either through the job description, or by resolution of the Board, this Constitution or any Bylaws.

Composition

- 4.4 The Board will consist of a minimum of four (4) individuals and a maximum of eight (8) individuals who are each natural persons; and not disqualified from being appointed or holding office by these Rules or the Act.
- 4.5 The Board will include:
- (a) A minimum of four (4) Ordinary Members, and a maximum of four (4) independent individuals,
 - (b) with at least one person of each gender (1 male and 1 female) represented on the board

Qualifications

- 4.6 Prior to election or appointment, every Board Member must consent in writing to be a Board Member and certify in writing that they are not disqualified by the Disqualification Criteria from being appointed or holding office as a Board Member by these Rules or the Act.

Election

- 4.7 The election of Board Members shall be conducted as follows:
- (a) At least two Board Members shall be elected at each Annual General Meeting.
 - (b) The Board Members whose offices come up for election shall each be elected at each Annual General Meeting.
 - (c) Any existing Board Member whose office comes up for election shall be

eligible for re-election without the requirement of any nomination.

- (d) No other Member shall be eligible for election at any Annual General Meeting unless:
- (i) a written nomination form is signed by a proposer and seconder (both of whom must be financial Members); and
 - (ii) the written consent of the nominee (who must also be a financial Member); and
 - (iii) a certificate by the nominee that they are not disqualified from being appointed or holding office as a Board Member by these Rules or the Act,
- is received by the General Manager at least 21 Clear Days before the date of the Annual General Meeting.
- (e) If there are insufficient valid nominations received, the Chair may receive further nominations from the floor at the Annual General Meeting.
- (f) All elections shall be by simple majority of Voting Members present and voting.

Casual vacancies

- 4.8 Should there be a vacancy in the position of any Board Member between Annual General Meetings, that vacancy may be filled by resolution of the Board.
- 4.9 Any such appointee must, before appointment, supply a signed consent to appointment and a certificate that the nominee is not disqualified from being appointed or holding office as a Board Member by these Rules or the Act.

Term

- 4.10 The term of office for all Board Members shall be three years.
- 4.11 All terms of office shall expire at the end of the Annual General Meeting in the year corresponding with the last year of each Board Member's term of office.

Cessation of Board membership

- 4.12 A Board Member shall be deemed to have resigned:
- (a) Upon death,
 - (b) Upon reason of physical or mental disabilities who is unable to carry out the duties required of them under these Rules or the Act.
 - (c) Upon delivering to the Chair a written notice of resignation,
 - (d) Upon any act of disqualification under these Rules or the Act.
- 4.13 Each Board Member submitting a resignation or ceasing to hold office shall forthwith deliver to the General Manager all books, papers and other property of the Club held by that person.

Board meetings: frequency and quorum

- 4.14 The Board shall meet at least quarterly at such times and places and in such manner (including by audio, audio and visual, or electronic communication) as it may determine and otherwise where and as convened by the Chair.
- 4.15 The quorum for Board meetings is at least two-thirds of the number of Board Members.

Mandatory duties

- 4.16 At all times each Board Member:
- (a) Shall act in good faith and in what he or she believes to be the best interests of the Club,
 - (b) Must exercise all powers 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 duties as a Board Member, 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 the position of the Board Member and the nature of the responsibilities undertaken by him or her,
 - (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 or 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 or to the Club's creditors, and
 - (f) Must not agree to the Club incurring an obligation unless he or she believes at that time on reasonable grounds that the Club will be able to perform the obligation when it is required to do so.

Powers

- 4.17 Subject to these Rules and any resolution of any General Meeting the Board may:
- (a) Exercise all the Club's powers, other than those required by the Act or by these Rules to be exercised by the Club in General Meeting, and
 - (b) Enter into contracts on behalf of the Club or delegate such power to a Board Member, sub-committee, employee, or other person.
 - (c) To purchase, take on lease or acquire any rights, privileges, licences or benefits in respect of and over any real or other property at such price and upon such terms and conditions as to payment of money or other consideration and upon such other terms and conditions as to tenure or otherwise as the Board thinks fit, and give and execute mortgages or other securities over the assets of the

Club for the purpose of securing monies advanced or any part thereof.

- (d) To purchase, construct and maintain buildings, fences, vehicles, machinery and all Facilities, works and equipment as it considers to be of benefit to the Club and to acquire or grant easements over property and to let or lease any real or personal property or any interest therein for such term or terms and upon payment of rental or provision of other consideration as the Board thinks fit.
- (e) To borrow or raise money upon mortgage of the real or leasehold or other property of the Club, or any part or parts thereof, or upon debentures or mortgage debentures charging the whole or any part of the assets of the Club and to execute mortgages and debentures and any securities and to borrow from bankers, companies or other persons with or without security. This authority shall be limited to a maximum sum of 50% of the prior financial year's membership subscription amount without the prior authority of a General Meeting of the Club.
- (f) To invest any funds of the Club in any form of security or investment for the time being authorised by law for the investment of trust funds in New Zealand and in the name of the Club to sign any document of acknowledgement for any investment thus made and to receive and account to the Club for all dividend, interest or other return from any investment.
- (g) To fix subscriptions and application fees or any other Rule and Green Fees, and to differentiate in the amount of Green Fees (Honorary Day member fees) to be paid by visitors and persons who are members of an Affiliated Club and those who are not members of an Affiliated Club, and visitors or other persons playing in the company of a club Member and to allow special Green Fees to be paid by any organisation or group of persons authorised to play golf and use the Club Facilities on any occasion or over any specified number of days as is deemed by the Board to be appropriate.

Sub-committees

4.18 The Board may appoint sub-committees consisting of such persons (whether or not Members of the Club) and for such purposes as it thinks fit. Unless otherwise resolved by the Board:

- (a) The quorum of every sub-committee is half the members of the sub-committee,
- (b) No sub-committee shall have power to co-opt additional members,
- (c) A sub-committee must not commit the Club to any financial expenditure without express authority, and
- (d) A sub-committee must not further delegate any of its powers.

General issues

4.19 The Board and any sub-committee of the Board may act by resolution approved in the course of a telephone, video, or internet conference call or through a written

ballot conducted by email, electronic voting system, or post, and any such resolution shall be recorded in the minutes of the next Board meeting.

- 4.20 Other than as prescribed by the Act or these Rules, the Board or any sub-committee may regulate its proceedings as it thinks fit.
- 4.21 The Board shall appoint a solicitor to the Club who shall not be a member of the Board.
- 4.22 Prior to the commencement of any Board meeting the Chairperson may as a result of a request made by any Member of the Club prior to the meeting permit that person to attend and address the Board on any specific matter but not to take part in any discussion on that matter except to answer any question from a member of the Board. At any time during a Board meeting the Chairperson of the meeting may withdraw that permission without giving any reason and the person shall then leave.
- 4.23 Subject to the Act, these Rules and the resolutions of General Meetings, the decisions of the Board on the interpretation of these Rules and all matters dealt with by it in accordance with these Rules and on matters not provided for in these Rules shall be final and binding on all Members.

Conflicts of interest

- 4.24 A member of the Board and/or sub-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)—
- (a) To the Board and/or sub-committee; and
 - (b) In a Register of Interests kept by the Board.
- 4.25 Disclosure must be made as soon as practicable after the member of the Board and/or sub-committee becomes aware that they are Interested in the Matter.
- 4.26 A member of the Board and/or sub-committee who is Interested in a Matter—
- (a) Must not vote or take part in the decision relating to the Matter; and
 - (b) Must not sign any document relating to the entry into a transaction or the initiation of the Matter; but
 - (c) May take part in any discussion relating to the Matter and be present at the time of the decision of the Board and/or sub-committee (unless the Board and/or sub-committee decides otherwise),
- unless all non-Interested Board Members agree that the Interested Board Member may vote or otherwise act as referred to in this Rule.
- 4.27 A member of the Board and/or sub-committee who is prevented from voting on a Matter may still be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.
- 4.28 Where:
- (a) 50 per cent or more of Board Members are prevented from voting on a Matter because they are Interested in that Matter, a Special General Meeting must be called to consider and determine the Matter, unless all non-Interested members agree that the Interested Member may vote; and
 - (b) 50 per cent or more of the members of a sub-committee are prevented from voting on a Matter because they are Interested in that Matter, the Board shall consider and determine the Matter.

5. RECORDS

Register of Members

- 5.1 The Board shall keep an up-to-date Register of Members, recording for each Member their name, contact details, the date they became a Member, and any other information required by these Rules or prescribed by Regulations under the Act.

Contents of Register of Members

- 5.2 The information contained in the Register of Members shall include each Member's:
- (a) Name;
 - (b) Contact details (including email address (if any), phone number (landline and/or mobile), postal and/or physical address),
 - (c) The date the Member became a Member,
 - (d) Whether the Member is financial or unfinancial.
- 5.3 Every Member shall promptly advise the General Manager of any change of their contact details.

Access to Register of Members

- 5.4 With reasonable notice and at reasonable times, the Board shall make the Register of Members (names) available for inspection by Members. Other than first and last name, no access will be given to personal information on the Register of Members to Members or any other person, other than as required by law.

Register of Interests

- 5.5 The Board shall at all times maintain an up-to-date Register of Interests of the interests disclosed by Board Members.

Access to other information

- 5.6 A Member may at any time make a written request to the Club for information held by the Club. The request must specify the information sought in sufficient detail to enable the information to be identified.
- 5.7 The Club must, within a reasonable time after receiving a request:
- (a) Provide the information, or
 - (b) Agree to provide the information within a specified period, or
 - (c) Agree to provide the information within a specified period if the Member pays a reasonable charge to the Club (which must be specified and explained) to meet the cost of providing the information, or
 - (d) Refuse to provide the information, specifying the reasons for the refusal.

- 5.8 Subject to the Act, without limiting the reasons for which the Club may refuse to provide the information, the Club may refuse to provide the information if:
- (a) Withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons, or
 - (b) The disclosure of the information would, or would be likely to, prejudice the commercial position of the Club or of any of its Members, or
 - (c) The disclosure of the information would, or would be likely to, prejudice the financial or commercial position of any other person, whether or not that person supplied the information to the Club, or
 - (d) Withholding the information is necessary to maintain legal professional privilege, or
 - (e) The disclosure of the information would, or would be likely to, breach an enactment, or
 - (f) The burden to the Club in responding to the request is substantially disproportionate to any benefit that the Member (or any other person) will or may receive from the disclosure of the information, or
 - (g) The request for the information is frivolous or vexatious.
- 5.9 If the Club requires the Member to pay a charge for the information, the Member may withdraw the request, and must be treated as having done so unless, within 10 working days after receiving notification of the charge, the Member informs the Club—
- (a) That the Member will pay the charge; or
 - (b) That the Member considers the charge to be unreasonable.
- 5.10 Nothing in this Rule limits Information Privacy Principle 6 of the Privacy Act 2020.

6. FINANCES

Control and management

- 6.1 The funds and property of the Club shall be:
- (a) Controlled, invested and disposed of by the Board, subject to these Rules, and
 - (b) Devoted solely to the promotion of the purposes of the Club.

Use of funds

- 6.2 The Club:
- (a) May use its funds to pay the costs and expenses to advance or carry out its purposes, and to employ or contract with such people as may be appropriate, and
 - (b) May invest in any investment in which a trustee may lawfully invest.
 - (c) As a not-for-profit organisation, the officers and members may not receive any distributions of profit or income from it.
- 6.3 Any payments made to a Member or Associated Person must be for goods and services that advance the purpose and must be reasonable and relative to payments that would be made between unrelated parties.

Balance date

- 6.4 The balance date and end of financial year of the Club is presently 30 September of each year. The Board may adjust the Club's balance date and financial year as it sees fit.

Financial Statements

- 6.5 The Board must cause to be maintained proper financial records, including producing annual financial statements.

Audit

- 6.6 The Club by Member resolution at each Annual General Meeting shall appoint an auditor or confirm the appointment of the existing auditor. Any auditor so appointed shall be a member of CAANZ. The auditor shall audit the annual accounts of the Club and shall provide a written report of the same. If any appointed auditor is unable to act the Board shall appoint a replacement auditor.

7. DISPUTE RESOLUTION

Raising disputes

- 7.1 Any grievance by a Member, and any complaint by anyone, is to be lodged by the complainant with the General Manager in writing and must provide such details as are necessary to identify the details of the grievance or complaint. All Members (including the Board Members) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the Club's activities.
- 7.2 The complainant raising a grievance or complaint, and the Board, must consider and discuss whether a grievance or complaint may best be resolved through informal discussions, under any Disciplinary By-laws, or by mediation or arbitration.
- 7.3 Where the matters raised by the grievance or complaint fall within any disciplinary bylaws of the Club then the procedures set out in those bylaws shall be applied and be followed.
- 7.4 Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement. Any agreement must allocate responsibility for the costs of that process, and failing agreement as to that allocation will be initially shared between all involved parties, with any disputes as to the final allocation of costs to be a matter for the disputes process.

Investigating disputes

- 7.5 This rule concerns any grievances of Members relating to their rights and interests as Members, as well as any complaints concerning the alleged conduct or discipline of Members, collectively referred to as "disputes".
- 7.6 These disputes procedures are designed to enable and facilitate the fair, prompt and efficient resolution of grievances and complaints.
- 7.7 Rather than investigate and deal with any grievance or complaint, the Board may:
- (a) Appoint a sub-committee to deal with the same, or
 - (b) Refer the same to an external agency, an arbitrator, arbitral tribunal, or external visitor (or referee), so long as minimum standards of natural justice and the following requirements under this rule are satisfied.
- 7.8 The Decision-maker:
- (a) Shall consider whether to investigate and deal with the grievance or complaint, and
 - (b) May decline to do so (for instance, if the Decision-Maker is satisfied that the complainant has insufficient interest in the matter or otherwise lacks standing to raise it; the matter is trivial or does not appear to disclose material misconduct or material; the matter raised appears to be without foundation or there is no apparent evidence to support it; some damage to Members'

interests may arise; or the conduct, incident, event or issue has already been investigated and dealt with by the Club).

7.9 Where the Decision-Maker decides to investigate and deal with a grievance or complaint:

- (a) It may immediately suspend the Member on an interim basis, and pending full investigation. The Decision-Maker is only entitled to take this step should it be satisfied that the conduct alleged is sufficiently serious to warrant that action. To make that determination the Decision-Maker is entitled, but not obliged, to hear from the Member complained about (in a formal or informal way) as it sees fit.
- (b) The following steps shall be taken:
 - (i) The complainant and the Member, or the Club which is the subject of the grievance, must be advised of all details of the grievance.
 - (ii) The Member, or the Club which is the subject of the grievance, must be given an adequate time to prepare a response.
 - (iii) The complainant and the Member, or the Club which is the subject of the grievance, must be given an adequate opportunity to be heard, either in writing or at an oral hearing if the Decision-Maker considers that an oral hearing is required.
 - (iv) Any oral hearing shall be held by the Decision-Maker, and/or any written statement or submissions shall be considered by the Decision-Maker.

7.10 A Member may not make a decision on, or participate as a Decision-Maker in regards to a grievance or complaint, if two or more Board Members, or the Decision-Maker, consider that there are reasonable grounds to infer that the person may not approach the grievance or complaint impartially, or without a pre-determined view. Such a decision must take into account the context of the Club and the particular case, and may include consideration of facts known by the other Members about the Decision-Maker, so long as the decision is reasonably based on evidence that proves or disproves an inference that the person might not act impartially.

Resolving disputes

7.11 The Decision-Maker may:

- (a) Dismiss a grievance or complaint, or
- (b) Uphold a grievance and make such directions as the Decision-Maker thinks appropriate (with which the Club and Members shall comply),
- (c) Uphold a complaint and:
 - (i) reprimand, censure or admonish the Member, and/or

- (ii) give notice of the complaint and the outcome of it to the other members by way of publication of a summary of it, and/or
 - (iii) issue a fine against the Member, and/or
 - (iv) suspend the Member from membership for a specified period, and/or
 - (v) request that the Member resign their membership, and/or
 - (vi) terminate the Member's membership,
- (d) Order the complainant (if a Member) or the Member complained against, to meet any of the Club's reasonable costs in dealing with the grievance or complaint.

7.12 If the grievance or complaint is upheld, and the Member is a Board Member, the Member may be removed from the Board by a resolution of the Board or of a General Meeting, in either case passed by a simple majority of Voting Members present and voting.

8. WINDING UP

Process

- 8.1 The Club may be wound up, or liquidated, or removed from the Register of Incorporated Societies in accordance with the provisions of the Act.
- 8.2 The Board shall give Notice to all Members of the proposed motion to wind up the Club, or remove it from the Register of Incorporated Societies and of the General Meeting at which any such proposal is to be considered, of the reasons for the proposal, and of any recommendations from the Board in respect to such notice of motion.
- 8.3 Any resolution to wind up the Club or remove it from the Register of Incorporated Societies must be passed by a two-thirds majority of Voting Members present and voting.

Surplus assets

- 8.4 If the Club is wound up, or liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any Member.
- 8.5 On the winding up or liquidation or removal from the Register of Incorporated Societies of the Club, its surplus assets after payment of all debts, costs and liabilities shall be distributed to one or more Not-for-profit Entities that have a similar purpose to the Club as determined by the Board or as specified in a resolution of Members passed at a General Meeting.

9. ALTERATIONS TO THE RULES

General Meeting

- 9.1 The Club may amend or replace this Constitution at a General Meeting by a resolution passed by a two-thirds majority of those Voting Members present and voting.
- 9.2 Any proposed motion to amend or replace this Constitution must:
- (a) Be signed by at least 40 Voting Members or 5% of the Voting Members, whichever is greater, and given in writing; or
 - (b) Be approved by the Board.
- 9.3 Any motion to amend the Constitution must be accompanied by a written explanation for the reasons for the proposal, and any recommendations the Board has.
- 9.4 When an amendment is approved by a General Meeting it shall be notified to the Registrar of Incorporated Societies in the form and manner specified in the Act for registration, and shall take effect from the date of registration.

Minor errors, technical amendments, change of Act

- 9.5 The Board may, by unanimous resolution, amend this Constitution if the amendment has no more than a minor effect, corrects errors or makes similar technical amendments:
- (a) The Board must provide written notice to every Voting Member of the Club stating the text of the amendment and that the Voting Member has a right to object to the amendment.
 - (b) If no objection is received within 20 working days after the date the notice is served, the Board may make the amendment.
- 9.6 If, following replacement or amendment of the Act, this Constitution is no longer consistent with the Act, the Board may, by unanimous resolution, amend this Constitution to the extent required to make it consistent with the Act.
- 9.7 If the Constitution is amended in accordance with Rules 9.5 or 9.6, the Club must, as soon as is practical, send a copy of the amended Constitution to every Member.

10. OTHER

Method of contracting

- 10.1 A deed which is to be entered into by the Club may be signed on behalf of the Club, by:
- (a) Two or more Board Members; or
 - (b) A Board Member, or any person authorised by the Board, whose signature must be witnessed; or
 - (c) One or more attorneys appointed by the Club.
- 10.2 An obligation or contract which is required by law to be in writing, and any other written obligation or contract which is to be entered into by the Club, may be signed on behalf of the Club by a person acting under the express or implied authority of the Club.
- 10.3 Any other obligation or contract may be entered into on behalf of the Club in writing or orally by a person acting under the express or implied authority of the Club.
- 10.4 If the Act requires the Club to have a common seal, that common seal shall be in custody of the Board or any person authorised by the Board and may only be affixed to any document in accordance with the Act. Notwithstanding this Rule, the Club may execute or enter into any obligation or contract in accordance with Subpart 1, Part 2 of the Property Law Act 2007.

Contact person

- 10.5 The Club's Contact Person or Persons must be at least 18 years of age, a Member of the Club, at all times be resident in New Zealand, and not disqualified under the Act from holding that office, and shall be appointed by the Board.
- 10.6 Any change in any Contact Person or that person's name or contact details shall be advised to the Registrar of Incorporated Societies within 25 Clear Days of that change occurring, or the Club becoming aware of the change.

Insurance and Indemnity

- 10.7 The Club may effect insurance for a Board Member, Member or employee of the Club, in respect of:
- (a) Liability, not being criminal or regulatory liability, for any act or omission in such capacity;
 - (b) Costs incurred by them in defending or settling any claim or proceeding relating to any such liability; or
 - (c) Costs incurred by them in defending any criminal or regulatory proceedings that have been brought against the Board Member, Member, or employee in

relation to any act or omission in his or her capacity as a Board Member, Member or employee and in which they are acquitted.

10.8 Subject to Rule 10.9, every Board Member, Member or employee of the Club may be indemnified by the Club:

- (a) In respect of liability to any person other than the Club for any act or omission in their capacity as a Board Member, Member or employee, and costs incurred by them in defending or settling any claim or proceeding relating to any such liability; and
- (b) For any costs incurred by them in any proceeding that relates to liability for any act or omission in their capacity as a Board Member, Member or employee in which judgment is given in their favour, or in which they are acquitted, or which is discontinued, and this indemnity will continue in force, despite any subsequent revocation or amendment of this Rule, in relation to any liability which arises out of any act or omission by a Board Member, Member or employee prior to the date of such revocation or amendment, but will be subject to any limitations contained in any deed or agreement from time to time in force between the Club and the Indemnified Person relating to indemnities.

10.9 An indemnity conferred by Rule 10.8 will not apply in respect of:

- (a) Any criminal liability; or
- (b) In respect of a Board Member, a liability that arises in respect of a breach of the duty to act in good faith and in the best interests of the Club; or
- (c) In respect of a Member or employee, a liability that arises in respect of a breach of any fiduciary duty owed to the Club.

10.10 An indemnity conferred by Rule 10.8 will not apply in respect of any liability or costs in respect of which an indemnity is prohibited by any legislation or law.

11. DEFINITIONS

11.1 For the purposes of these Rules the following expressions shall bear the meanings given unless the context requires another meaning:

- (a) "Affiliated Club" means a Golf Club which is affiliated to the New Zealand Golf Association or to any other future association replacing it.
- (b) "Annual Subscription" or "Subscription" means a sum of money payable by an ordinary or associate Member of the Club in each year (whether for the whole or any part of that year) determined and fixed by the Board and which entitles the person paying the sum of money to exercise the rights and privileges of the category and class of membership in respect of which that sum of money is paid.
- (c) "Board" means the Board of Management from time to time elected or appointed under these Rules.
- (d) "Board Member" means a current member of the Board whether elected or appointed.
- (e) "Club Premises" includes all land and buildings from time to time owned, leased or held under any licence or tenancy by the Club.
- (f) "Course" means any land upon which a series of golf holes has been laid out and which may be played in succession so as to enable not more than 18 or less than 6 holes of golf to be played. (See also "Short Course").
- (g) "Committee" means a Golf Committee and includes any subcommittee appointed under these Rules.
- (h) "Delivered" means:
 - (i) sending by post, or
 - (ii) sending by email or other electronic means, where the Club has been provided with the Member's electronic address.
 - (iii) In the case of delivery by electronic means the information shall be deemed to have been received if the Club's data shows that such information has been sent.
- (i) "Facilities" shall mean the buildings and the car park and the practice area but shall not include the Course.
- (j) "Financial Member" means any Member of the Club whose Subscription is paid.
- (k) "General Meeting" means an Annual General Meeting or a Special General Meeting called and held in accordance with these Rules.
- (l) "Give Notice" means to publish a notice or document and "Notice" means a

notification in writing as required by the Rules.

- (m) "Green Fee" means a fee payable by a visitor to the Club's premises for the right to play golf and on that occasion to use all the Facilities of the Club.
- (n) "Member" means any ordinary or honorary Member of the Club except where the class or category of membership is specifically stated.
- (o) "Month" means a calendar month.
- (p) "Notice Board" means a board affixed to a prominent place or places in the Clubhouse to which notices required to be given under the Rules, and other information for Club Members, may be affixed or written.
- (q) "Notice of Motion" means a notice in writing signed by one ordinary Member of the Club as proposer and also by two other ordinary Members and specifying any matter or business which is to be brought before a general meeting and upon which a vote is to be taken.
- (r) "Publish or To Publish" means to affix a notice or document to a Notice Board or Boards (boards may be electronic in nature) for a period of not less than fourteen (14) but not more than twenty eight (28) days except where any other means of publication is specified in these Rules and "publication" bears a corresponding meaning.
- (s) "Rules" means these Rules and any amendment or addition made to them and reference to the Rules shall include reference to each Rule, sub-Rule, paragraph and subparagraph of each Rule and any one or number or combination of them.
- (t) "Sign or To Sign" shall include the affixing of the Common Seal of the Club to any document where the affixing of the Common Seal is required by these Rules or by law.
- (u) "Special Resolution" means a written notice specifying the nature of the matter proposed for discussion and signed as may be required by the Rules.
- (v) "Vote" means a vote cast by a Member present at a meeting and exercising the right to vote either personally or by proxy or both.
- (w) "Year" means the twelve (12) month period of the club's financial year and the term "annual subscription" refers to the subscription payable from year to year as defined.