

KAIAPOI GOLF CLUB INCORPORATED
(Established 1907)

CONSTITUTION

Adopted 1 November 1999

Last update (to incorporate subsequent amendments) 26 December 2021

Amendments to Constitution registered with the Companies Office since November 1999

Amendments regarding Constitution changes at the Special General Meeting dated 24th May 2000 (changes registered June 2000).

Changes: **Rule 35(k) (Announcing votes cast)**
 Rule 51 (Winding up clause)

Amendment regarding Constitution changes at the 93rd Annual General Meeting dated 4th December 2000 (change registered July 2002).

Change: **Rule 23(b) (Quorum)**

Amendments regarding Constitution changes at the 94th Annual General Meeting dated 3rd December 2001 (changes registered July 2002).

Changes: **Rule 34(b) (Vacancies in Board and Playing Committees)**
 Rule 35(j) (ii) (Nomination and Election of Officers)
 Rule 17(a) (b) (c) (d) (Subscriptions)
 Rule 18(a) (b) (c) (d) (e) (f) (Payment of Subscriptions)

Amendment regarding Club Address (change registered August 2005).

Change: **Rule 3(a) (Registered Office)**

Amendments regarding Constitution changes at the 98th Annual General Meeting dated 12th December 2005 (registered May 2006).

Changes: **Rule 30(h) (Board of Management)**

Amendments regarding Constitution changes at the 99th Annual General Meeting dated 11th December 2006 (changes registered August 2007).

Changes: **Rule 32(a) (b) (c) (d) (Terms of Office)**
 Rule 34(a) (Vacancies in Board and Playing Committees)
 Rule 30(a) (Board of Management)

Amendments regarding Constitution changes at the 102nd Annual General Meeting dated 7th December 2009 (changes registered December 2009).

Changes: **Rule 21(b) (c) (Notice of Meetings)**
 Rule 18(b) (e) (Payment of Subscriptions)

Amendments regarding Constitution changes at the 103rd Annual General Meeting dated 13th December 2010 (changes registered December 2010).

Changes: **Rule 29(b) (Governance)**
 Rule 30(a) (c) (Board of Management)
 Rule 31(a) (b) (c) (d) (e) (f) (Playing Committees)
 Rule 14(b) (Suspension or Expulsion of Membership)
 Rule 32(d) (Terms of Office)
 Rule 35(b) (j) (l) (Nomination and Election of Officers)
 Rule 43(b) (Rules of Play)

Amendments regarding Constitution changes at the Special General Meeting dated 6th May 2019 (change registered June 2019).

Change: **Rule 26(a) (Voting Rights and Majorities)**

Amendments regarding Constitution changes at the 112th Annual General Meeting dated 10th December 2019 (changes registered December 2019).

Changes: **Rule 2(b)(vii) (Interpretation)**
 Rule 5(c) (Achieving the Objectives)
 Rule 6(a) (Constitution)
 Rule 7(a) (Membership)
 Rule 7(a)(vii) (Membership)
 Rule 10(a) (c) (Visitors)
 Rule 11(b) (Election of Members)
 Rule 12(b) (Notice of New Members)
 Rule 31(b)(i) (Playing Committee)
 Rule 17(a) (Subscriptions)
 Rule 18(d) (Payment of Subscriptions)
 Rule 24(b) (Adjournment When No Quorum)
 Rule 32(a) (Terms of Office)
 Rule 36(c)(v) (Secretary Manager)
 Rule 41(a) (Financial Year)
 Rule 43(a) (Rules of Play)

Amendments regarding Constitution changes at the 113th Annual General Meeting dated 8th December 2020 (changes registered December 2020).

Changes: **Rule 2(b)(iii)(vi) (Interpretation)**
 Rule 10(a) (Visitors)
 Rule 11(c) (Election of Members)
 Rule 12(a) (b) (Notice of New Members)
 Rule 13(a)(iii) (Termination of Membership)
 Rule 14(h) (Suspension or Expulsion of Membership)
 Rule 17(f) (Subscriptions)
 Rule 18(e)(f) (Payment of Subscriptions)
 Rule 19(c) (Annual General Meetings)
 Rule 20(b) (Special General Meetings)
 Rule 30(e)(x) (f)(i) (Board of Management)
 Rule 31(c)(i) (Playing Committee)
 Rule 32(b) (Terms of Office)
 Rule 35(e) (f) (Nomination and Election of Officers)
 Rule 36 (Secretary/Manager)
 Rule 37(i) (Financial Management)
 Rule 43(b)(ii)(iii) (Alteration of Rules)
 Rule 44(b) (Alteration of Course and/or Facilities)
 Rule 49(a) (Indemnity)

Amendments regarding Constitution changes at the 114th Annual General Meeting dated 6th December 2021 (changes registered January 2022).

Changes: **Rule 21(d) (Notice of Meetings)**
 Rule 22 (Business to be Transacted)
 Rule 32 (Terms of Office)
 Rule 34 (Vacancies in Board and Playing Committee)
 Rule 38 (Auditor)

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**RULES of the
KAIAPOI GOLF CLUB INCORPORATED
(Established 1907)**

1. Name

- (a) The name of the Club shall be called the “Kaiapoi Golf Club Incorporated” hereinafter referred to “the Club”.

2. Interpretation

- (a) If at any time any dispute shall arise as to whether a particular matter is covered by these Rules and By-Laws made thereunder as to the interpretation of the same then the Board shall have the right to determine the same and the Board's decision shall be final.
- (b) The following meanings shall be provided for in the Rules:
- (i) "Board" shall mean the Board of Management of the Club.
 - (ii) "Member" shall be a person who is currently a Member of the Club or subsequently elected as one and who belongs to one of the membership classes in Rule 7.
 - (iii) "Officer" shall include members of the Board of Management, Members of the Playing Committee and the Club Secretary.
 - (iv) "Age". Where age is referred to in the Rules and By-Laws, it shall be the age of the member as at the first day of the Club year.
 - (v) "Club Year" - For financial and all other purposes except the subscription year, the Club year shall commence on the 1st day of October in each calendar year and end on the last day of September, next following.
 - (vi) “Governing Bodies” includes the New Zealand Golf Association (Inc), Canterbury Golf Association (Inc), North Canterbury Golf Association, and any other future association replacing them.
 - (vii) Throughout these Rules and any By-Laws words purporting the masculine shall include the feminine unless the context otherwise requires.
 - (viii) Words purporting the singular number shall include the plural number and vice versa.
 - (ix) The headings for each clause are inserted for reference sake only and are not to be taken as limiting or governing the interpretation of each clause solely by reason of their presence in the Rules.

3. Registered Office

- (a) The Registered Office of the Club shall be the Club House, 373 Williams St, Kaiapoi.

4. Objectives

The objects of the Club shall be:

- (a) To promote primarily the game of golf but may extend to other athletic sports and pastimes that may benefit the Club and its members.
- (b) To provide for the members, a golf course, a Clubhouse and to afford them all the privileges, advantages, services and facilities normally associated therewith.
- (c) To provide other sporting and recreational facilities as may be required to ensure the future welfare of the Club.

5. Achieving the Objectives

Methods of achieving these objects shall be:

- (a) To employ and/or consult with all classes of persons considered necessary for the purposes of the Club.
- (b) To affiliate with or join any national or provincial body constituted for the purpose of promoting the game of golf or any other sport or pastime.
- (c) To apply for, renew and maintain any Charter or Licence within the meaning of The Sale and Supply of Alcohol Act 2012 and subsequent amendments.
- (d) To raise money by subscriptions and levies or sponsorships.
- (e) To construct, maintain and alter any Clubhouse and/or other buildings, or works, necessary or convenient for the purposes of the Club.
- (f) To develop and turn to account any land acquired by or in which the club is interested and in particular, by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, fitting up and improving buildings and conveniences, and by planting, paving, draining, farming, cultivating, letting on building lease or building agreement.
- (g) To acquire such other lands at such price and on such conditions as the Club shall think fit.
- (h) To borrow any moneys or funds by way of mortgage, debenture or otherwise, with or without security to achieve any of the objects but otherwise subject to any restrictions relating thereto contained in the Rules.

6. The Club

- (a) The Club shall consist of those members who have been elected or may from time to time be elected in accordance with the Rules of the Club as stated in the Constitution.

7. Membership

- (a) The classes of Membership will be determined by the Board and may include:
 - (i) Full Active Member - Any person who shall be entitled to all the privileges of the Club and who is currently classified as a full active Member or is subsequently elected as such.
 - (ii) Midweek Member - Any person over the age of twenty one (21) years who is currently a Midweek Member of the Club or who is subsequently elected as such and has limited playing rights as determined by the Board from time to time.
 - (iii) Junior Member - Any person under eighteen (18) years of age who is currently a Junior Member or who is subsequently elected as such and under such conditions as determined by the Board from time to time.
 - (iv) Intermediate Member - Any person between eighteen (18) and twenty one (21) years of age who is currently an Intermediate Member or who is subsequently elected as such, and under such conditions as determined by the Board from time to time.
 - (v) Honorary/Social Member - Any Member who is currently designated an Honorary Member, together with such persons that the Board may designate an Honorary Member and under such conditions as determined by the Board from time to time.
 - (vi) Life Member - Any existing Member with Life Member status and any other person so elected by the Club.
 - (vii) Winter/Summer Members - Any person over eighteen (18) years of age can apply for and be granted a temporary six month membership. A Winter membership is between the first day of March and the last day of August; a Summer membership is between the first day of September and the last day of February in the following year and under such conditions as determined by the Board from time to time.
 - (viii) 9 Hole Member - Any person over twenty one (21) years of age who is currently a 9 Hole Member of the Club or who is subsequently elected as such and has limited playing rights as determined by the Board from time to time.
- (b) Any Member may on application and with the approval of the Board transfer to a different class of Membership where applicable as specified in the By-Laws.

8. Limitation on membership class

- (a) The Board shall have the power from time to time to limit the number in any class of membership.

9. Life Members

- (a) The Club at the Annual General Meeting, upon the unanimous recommendation of the Board, and by way of Special Business may elect any Member who has given outstanding service to the Club to be a Life Member. No subscription shall be payable by a Life Member but in all other respects that person shall rank as Member with voting rights.

10. Visitors

- (a) All playing visitors to the Club shall be subject to the standard green fee charges that are set by the Board. The only exceptions are where the visitor is playing in an organised event approved by the Club that sets a different entry/playing fee, or where a group course booking has been made through the Club Secretary where a discounted green fee has been agreed. Visitors wishing to play on the course at times specifically reserved for members must first seek permission from the Office or Starter's Box and will only be granted permission if their play will in no way interfere with the play of members.

11. Election of Members

- (a) The provisions of this Rule shall apply to the election of all Members other than Honorary, Life and Summer Members.
- (b) Nominations for membership shall be made in writing on the Club's official membership form. The applicant must sign the form to agree to adhere to the rules of the Club.
- (c) The Club Secretary shall check the New Zealand Golf online system to ensure there is no reason recorded there that would preclude the applicant from being accepted as a member.

12. Notice of New Members

- (a) On the admission of a new member the Club Secretary shall inform them of their admission, furnish them with a copy of the Rules of the Club and arrange with them how they will pay the amount of their entrance fee (if any) and subscription. Where payment is not made in full the Club Secretary will record in writing the payment arrangements agreed to.
- (b) No new member shall be entitled to exercise any of the rights of membership until they have made payment as per the arrangement agreed to by the Club Secretary.

13. Termination of Membership

- (a) A Member shall cease to be a Member of the Club:
 - (i) On death.
 - (ii) By giving a written resignation to the Club Secretary. Such a resignation must be given before the end of the current subscription year, but may apply forthwith.
 - (iii) If at any Special General Meeting subscriptions are raised or levies imposed, a member has a right to resign within fourteen (14) days of that meeting provided the member pays a proportionate subscription.
 - (iv) If that Member ceases to be eligible for a class of membership and does not change to a different class for which that Member is eligible.
 - (v) If that Member is expelled from the Club for any reason.

14. Suspension or Expulsion of Membership

- (a) The Board may suspend, expel or otherwise discipline any Member who in the opinion of the Board or Playing Committee, offends against these Rules or any By-Laws made hereunder or the Rules Play or etiquette of golf or is convicted in a Court of Law for any criminal offence, or for any act of misconduct in or outside the Club, which is liable to, or in the opinion of the Board or Playing Committee, or does in fact, bring the Club or its Members into disrepute or is of such nature which would prevent the Member from becoming a Member of the Club.
- (b) The Board may delegate to the Playing Committee, such of its functions and powers under Rule 14(a), provided that the Playing Committee shall adhere to the procedure set out in this Rule and shall not have the power to suspend membership or expel a member from the Club.
- (c) Any Member against whom such action is to be taken must be notified in writing at his last known address, of the allegations against that Member and the date the Board intends to consider the same at least fourteen (14) days before such date.
- (d) Such Member, together with an adviser, shall be entitled to be present and be heard and to answer any allegations and to put forward any answer and/or defence or explanation either orally or in writing at such time before the Board gives a decision thereon.
- (e) Such consideration shall require a quorum of the Board as specified in Rule 30(d) or the Playing Committee as specified in Rule 31(c)(iii). Any decision made by the Board must be by the majority present.
- (f) Subject to the provisions set out in this Rule the Board may regulate its own procedure for any hearing of such matters.
- (g) Written advice of the Board's decision, including the reasons for its decision, shall be communicated to the Member as soon as practicable after the matter has been heard.
- (h) The member shall have a right of appeal to a General Meeting of the Club, if within 14 days of being notified of the cancellation of his/her membership, notice in writing is lodged with the Club Secretary claiming a review of such decision. The member shall be entitled to attend the General Meeting to defend himself/herself against the charges laid and the Board decision, but not to vote.

15. Rights

- (a) Any person ceasing to be a Member of the Club shall thereupon forfeit all the rights to or claims upon the Club or its property or funds which that person might have had by reason of being a Member.
- (b) This rule does not affect any debenture holders claim on the Club.

16. Entrance Fees

- (a) The Board may from time to time set and impose a levy by way of an Entrance Fee on such new Members as it thinks fit. The amount of the levy shall be specified in the Bylaws.

- (b) Unless the Board shall otherwise determine, the entrance fee shall be payable in one sum immediately upon the election of a new Member.
- (c) The Board may remit in whole or in part the entrance fee if the new Member at some earlier time has been a Member of the Club and has already paid an entrance fee.

17. Subscriptions

- (a) The annual subscription payable by Full Active Members shall be determined by those Members present and entitled to vote at the Annual General Meeting of the Club. Levies and taxes imposed by outside agencies such as the Club's national and provincial governing bodies shall be additional to and form part of the annual subscription.
- (b) The subscriptions payable by all other Classes of Membership specified in Rule 7 shall be determined by the Board.
- (c) The subscription year shall commence on the first day of March and shall end on the last day of February the following year.
- (d) The Board may defer, reduce or otherwise alter the payment of the annual subscription by a Member, upon written application from the Member, where in the opinion of the Board circumstances or hardship so warrant.
- (e) The Board may from time to time adjust, postpone or waive the payment of the annual subscription of any member in any case it thinks fit.
- (f) The Board may, at least two months into a subscription period, discount subscription fees to recognise that the subscription of a new member joining at that time will cover fewer months of play. However, any such discounts should not result in a cheaper per month rate than the regular full subscription fee for that membership category. However, if it deems necessary to attract new members, the Board may, on occasions, offer special membership deals for other than the standard 6 or 12 month membership periods, and has full discretion to set the fee for such deals.

18. Payment of Subscriptions

- (a) Notice of the subscriptions payable by Members, other than Summer Members, shall be sent to Members at least one month prior to the commencement of the new subscription year. Failure to send or delay in sending any such notice shall not affect the liability of the Member to pay the subscription by the due date.
- (b) Subscriptions payable by Members, other than Summer Members, shall become due and payable in full on the first day of March in each year.
- (c) Subscriptions payable by Summer Members shall become due and payable on approval of their membership application.
- (d) Flexible Payment Terms. The Board may establish a scheme or arrangement open to all Members whereby the Member may pay their subscription in instalments within the membership time period. Any such arrangement shall incur an additional administration fee. Alternatively the Board may establish a scheme or arrangement open to all Members whereby the Member will receive

a Discount for the early payment of a Subscription or will pay a Premium for the late payment of a Subscription.

- (e) Failure to Pay. If a Member has not paid the Subscription on or before the due date or has not entered into an arrangement either under Rule 17 (d) or Rule 18 (d) on or before the due date, then the Member shall forfeit all rights of Membership and all privileges of the Club until the Subscription and any arrears or penalties have been paid in full.
- (f) Any Member exercising Membership rights after the commencement of the new subscription year shall be liable for payment in full of the subscription fee that applies at that time.

19. Annual General Meetings

- (a) The Annual General Meeting of the Club shall be held between the 15th November and the 15th December each Year.
- (b) The Board shall give the members notice of the date of the Annual General Meeting by 18th October of each year.
- (c) Notices of motion to be considered at the Annual General Meeting must be proposed and seconded by two (2) Members with voting rights, and received by the Club Secretary at least 21 clear days before the meeting.

20. Special General Meetings

- (a) All other general meetings other than the Annual General Meeting shall be known as Special General Meetings.
- (b) Within twenty eight (28) days of receiving notification, the Club Secretary shall call a Special General Meeting of the Club if either:
 - (i) The Board by Resolution so determines, or
 - (ii) More than twenty five (25) financial Members with voting rights request him in writing to call such a Meeting.
- (c) Any request for a Special General Meeting shall specify the purpose for which the meeting is being called.
- (d) Only the business as contained in the notice of meeting may be discussed at a Special General Meeting.

21. Notice of Meetings

- (a) Fourteen (14) clear days notice shall be given of the date of the Annual General Meeting and any Special General Meeting.
- (b) All Members with voting rights shall receive notice of the Annual General Meeting or a Special General Meeting by way of delivering the notice to the members either by post or by electronic mail and by putting a copy of the notice on the clubhouse notice board specifying the date, time and venue and the nature of the business to be considered at the meeting.
- (c) Service of the notice shall be deemed to be effected on the next working day after the date of posting or electronic mail.

- (d) A copy of the annual report and audited or reviewed accounts shall be delivered to all Members with voting rights fourteen (14) clear days before the Annual General Meeting.

22. Business to be Transacted

- (a) The Annual General Meeting shall be held for the following purposes:
 - (i) Consideration and adoption of reports from the Board, the Playing Committees, and the audited/reviewed annual financial report.
 - (ii) Determination of whether a full audit or just a review of the Club's accounts will be undertaken in the following year.
 - (iii) Consideration and adoption of the Board's Financial Budget for the forth coming year.
 - (iv) The election of Board Members, Club Captain, Vice Club Captain, and Playing Committee Members.
 - (v) Confirmation of the Auditor/Reviewer, Solicitor and Patron as recommended by the Board.
 - (vi) Consideration and setting of annual subscriptions of full playing members.
 - (vii) Any Special Business proposed by the Board of which due notice has been given as if the same were to be considered at a Special General Meeting. (See Rule 20(b)).
 - (viii) Honorariums
 - (ix) Any notice of motion
 - (x) General Business

23. Quorum

- (a) No business shall be transacted at any Annual or Special General Meeting unless a quorum of Members with voting rights is present at the time when the meeting proceeds to business.
- (b) **10% of Active Members** with voting rights present at the meeting shall constitute a quorum.

24. Adjournment When No Quorum

- (a) If within half an hour from the time appointed for the meeting, a quorum is not present, the meeting shall be dissolved and it shall stand adjourned to such day, time and place as the Board may determine.
- (b) At least seven (7) days notice in writing of the day, time and place of the adjourned meeting shall be given in the same manner as for a General Meeting and the notice shall state that if 10% of Members with voting rights are not present, the number in attendance at the meeting shall constitute a quorum.

- (c) If at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the Members with voting rights in attendance shall be the quorum.

25. General Meeting Chairperson

- (a) The Chairperson at the Annual General Meeting or a Special General Meeting shall be the Chairperson of the Board. If the Chairperson of the Board is not available, a Board Member shall preside as Chairperson of the meeting. If no Board Member is present within fifteen (15) minutes of the time appointed for the meeting or if none is willing or able to act, the Members with voting rights present shall choose a Chairperson of the meeting.

26. Voting Rights and Majorities

- (a) Life Members and All Playing Members, excluding Juniors, who are fully financial or have an approved payment plan in place, shall have the right to vote at any Annual or Special General Meeting, subject to the provisions of Rule 46 (Pecuniary Interest).
- (b) All resolutions or Notices of Motion put to the vote at any Club Meeting shall be passed on a 50% majority of members present entitled to vote, except for:
 - (i) Removal of the Board - two-thirds (66.6%) majority of members present entitled to vote.
 - (ii) Winding Up of the Club - two-thirds (66.6%) majority of members present entitled to vote.

27. Voting

- (a) In the case of an equality of votes, the Chairperson at any Annual General Meeting or Special General Meeting shall not be entitled to a second or casting vote. Any motion tied shall be deemed to be lost.
- (b) At any Annual General Meeting or Special General Meeting, other than for a Rule change or winding up, a resolution put to the vote shall be decided firstly by voices. If the result cannot be determined, the vote shall proceed to a show of hands, unless before the show of hands is called or on or before the declaration of the result, a poll is demanded by the Chairperson or by any Member with voting rights.
- (c) In the case of a Rule change or winding up resolution, the voting must be a show of hands or a poll if one is demanded.

28. Poll

- (a) If a poll is demanded, it shall be taken forthwith by the issue of voting papers in such form as the Chairperson may approve. Scrutineers appointed under Clause 35(k) may be used to count the votes cast.

29. Governance

- (a) There shall be a Board of Management referred to as “The Board”, who shall control and manage all the business and property of the Club and may exercise all powers and do all things which may be exercised or done by the Club consistent with the Rules and which are not expressly required to be exercised at an Annual General Meeting, Special General Meeting or by the Playing Committees.
- (b) There shall be a Playing Committee which shall organise and control the annual playing programmes as delegated by the Board.

30. Board of Management

- (a) The Board of Management shall comprise three (3) elected Board members and two representatives chosen by the Playing Committee. The number of Board meetings held during the year and the attendance record of individual Board Members shall be recorded in the Annual Board Report to members.
- (b) At its first meeting, following each Club Annual General Meeting, the Board shall elect its own Chairperson.
- (c) The representatives from the Playing Committee or any Board member appointee shall not be eligible to be elected as the Chairperson of the Board.
- (d) Three (3) members of the Board personally present shall constitute a quorum of the Board.
- (e) The Board shall be responsible for and have authority in respect of the financial and business management, course management and development and general affairs of the Club, including:
 - (i) Planning, coordination and implementation of policies for the diligent use of the Club’s finances and resources.
 - (ii) Formulation and implementation of policies for the management, extension, alteration, safety, maintenance, beautification and improvement of the golf course, equipment and buildings.
 - (iii) Promotion of the course and the game of golf including advertising, obtaining of sponsorships and other promotional activities.
 - (iv) Ensuring a close liaison exists between the Playing Committees and any subcommittee formed.
 - (v) Defining the terms of reference under which the Playing Committee and any Subcommittee shall operate.
 - (vi) Fixing and altering the rights, privileges or restrictions placed upon any member or class or category of membership.
 - (vii) Entering into reciprocal playing arrangements with any other Golf Clubs temporarily or for an indefinite period and pursuant to any such arrangement to grant such playing rights or other rights and privileges to be enjoyed by full members of those clubs upon such terms and conditions as it thinks fit.

- (viii) Formulation and implementation of policies to achieve and maintain full membership of the Club.
 - (ix) Formulation in each year of a strategic plan for the improvement, development, renewal, alteration or replacement of any of the Club's land, or for the acquisition of property of any nature, course development or design the provision of further Club amenities and any and all matters pertaining to the development of the activities of the Club for the following five (5) years.
 - (x) Be the Club's representative for the purposes of the Licensing Laws of New Zealand should that be necessary.
- (f) Procedures of Board
- (i) The Board shall meet as its members see fit for the transaction of business as decided by the Chairperson, or shall be convened within three (3) days upon requisition in writing of not less than three (3) Board members.
 - (ii) Every question at Board meetings shall be determined by a majority of votes of members present.
 - (iii) In the case of equality of voting, the Chairperson shall have a second or casting vote.
- (g) The Board may form any Subcommittee and under defined terms of reference may delegate any of its powers and expenditure of monies as it thinks fit and may co-opt other playing members or non members to assist the Subcommittee.
- (h) At the conclusion of each six (6) month period the Board shall present a written report on the activities and affairs of the Board, Playing Committee and subcommittees and present them to the members in such manner as the Board deems appropriate.
- (i) The members may at a Special General Meeting, by resolution of two thirds (66.6%) of those present, remove the Board as a body and appoint a new Board.

31. Playing Committee

- (a) There shall be a Playing Committee comprising a Club Captain, Vice Club Captain and a minimum of six members.
- (b) The Playing Committee shall be a subcommittee of the Board and shall comply with and put into effect all directions given them by the Board and shall be empowered and responsible as follows:
 - (i) To organise and control all games, tournaments and matches for all golf players.
 - (ii) To ensure a close liaison exists with the Board.
 - (iii) To ensure there is an appropriate liaison with course requirements.

- (iv) To liaise with and implement such recommendations and rulings of the national and provincial governing bodies as are appropriate.
- (c) Procedures of Playing Committee
 - (i) The Playing Committee shall meet as its members see fit for the transaction of business as decided by the Club Captain, or shall be convened within three (3) days upon requisition in writing of not less than three (3) Playing Committee members.
 - (ii) There shall be not less than ten (10) meetings per year by the Playing Committees.
 - (iii) At least fifty percent (50%) of the number of officers elected to the Playing Committee shall constitute a quorum.
 - (iv) Every question at Playing Committee meetings shall be determined by a majority of votes of members present.
 - (v) In the case of equality of voting, the Chairperson shall have a second or casting vote.

32. Terms of Office

- (a) Board Members shall be elected for a term of three years. At the completion of their three year term, a Board Member may seek re-election.
- (b) Playing Committee members, the Club Captain and Vice Club Captain shall be elected at each Annual General Meeting and shall continue in office until the next Annual General Meeting at which they can seek re-election.

33. Forfeiture of Office

- (a) Any Officer serving on the Board, on either Playing Committee or any Subcommittee, shall forfeit office if that Officer:
 - (i) Is absent without leave being granted and recorded in the minutes from three (3) consecutive meetings of the Board or Committee; or
 - (ii) Ceases to be a Member with voting rights, or
 - (iii) Is suspended or expelled, or
 - (iv) Becomes of unsound mind, or
 - (v) By reason of physical or mental disabilities is unable to carry out the duties required of the holder under these Rules.

34. Vacancies in Board and Playing Committee

- (a) In the event of a vacancy occurring in the elected members of the Board, either due to a lack of nominations at the Annual General Meeting or occurring between Annual General Meetings due to the resignation of an elected Board Member, the Board may fill the vacancy by co-option. Any person appointed in this way shall occupy that position until the next Annual General Meeting and at that point may seek election for a full three year term.
- (b) In the event of a vacancy occurring in the Playing Committee representative positions on the Board, the Playing Committee may fill such a vacancy at any time from within the Playing Committee.
- (c) In the event of a vacancy occurring in the members of the Playing Committee or Club Captain or Vice Club Captain, either due to a lack of nominations at the Annual General Meeting or occurring between Annual General Meetings due to a resignation, the Playing Committee, with the prior approval of the Board, may fill the vacancy by co-option until the next Annual General Meeting.

35. Nomination and Election of Officers

- (a) No one other than a Member with voting rights and subscriptions not in arrears shall be eligible to hold office on the Board or Playing Committee.
- (b) No Member may be elected to serve on the Board and the Playing Committee at the same time, with the exception of the Playing Committee's representatives.
- (c) No paid employee of the Club shall be eligible to serve as a Board Member or Club Captain.
- (d) A Notice shall be posted in the Clubhouse after 1 October each year calling for nominations to the positions on the Board and Playing Committee. The notice shall state a closing time and date and nominations shall be open for at least twenty-one (21) days.
- (e) Nominations shall be in writing and signed by two (2) Members with voting rights, as proposer and seconder and by the candidate for office and must be lodged with the Club Secretary by the closing date. Candidates may submit a profile of their suitability for the position for distribution to the members.
- (f) The Club Secretary shall post a list of the nominees, including proposers and seconds, in the Clubhouse at least fourteen (14) days before the date of the Annual General Meeting.
- (g) The validity or otherwise of the nominations shall be determined by the Board.
- (h) If the candidates so nominated exceed the number required for the Board or Playing Committee, an election by ballot shall be conducted at the Annual General Meeting by the issue of voting papers in such form as the Chairperson may approve.
- (i) If there are fewer than three (3) nominations for the office of Board Member received in accordance with the foregoing provisions of this Rule,
 - (i) Those nominated shall be declared duly elected by the Chairperson at the Annual General Meeting.

- (ii) Notwithstanding Clause 35(a), the Board may then make appropriate appointments of members or non-members, to bring the total number to three (3).
- (j) If insufficient nominations are received for the offices of Club Captain, Vice Club Captain or fewer than six (6) nominations for the office of Playing Committee Members received in accordance with the foregoing provisions of this Rule,
 - (i) Those nominated shall be declared duly elected by the Chairperson at the Annual General Meeting.
 - (ii) The Playing Committee with the prior approval of the Board may then make appropriate appointments of members to bring the total for each Playing Committee to the required number.
 - (iii) The Playing Committee should, when appointing members, attempt to correct any deficiencies in representation from the club's various sections.
- (k) The meeting shall appoint three (3) scrutineers for the election of the Board and Playing Committee members and the Scrutineers shall announce the successful Candidates to the members attending the AGM.
- (l) Only Members with voting rights shall be entitled to vote in any election held at an Annual General Meeting or Special General Meeting.
- (m) Any ballot paper voting for more than the stated number of positions shall be informal.
- (n) In the event of a tie in the number of votes, the result shall be decided by a further ballot between the tied candidates.

36. Club Secretary

- (a) The Board shall appoint a Club Secretary on a contract and on such terms and conditions as the Board shall think fit.
- (b) The duties of the Club Secretary shall be determined from time to time by the Board and be set out in a job description. They will generally be responsible for;
 - (i) Recording of minutes of all resolutions and proceedings at general meetings and Board meetings.
 - (ii) Liaising with and providing administrative support for the Board and Playing Committee
 - (iii) The management of the Club's buildings, course, grounds, other facilities and contractors.
 - (iv) The receipt of all monies received by all activities of the Club and that such monies are lodged, either by themselves or a Club member approved by the Board, to the credit of the Club with a Trading, Merchant, Savings Bank or Finance House.

- (v) Ensuring all financial transactions requiring Board sign off are approved by the signatories determined from time to time by the Board.
- (vi) Assisting the Club member(s) approved by the Board to manage the Club's financial matters with the preparation and maintenance of full and accurate accounts showing details of all receipts and payments made to or by or on behalf of the Club.
- (vii) Maintaining a complete and accurate Membership Register.
- (viii) Reporting to the Board on matters actioned since the previous Board meeting.

37. Financial Management

- (a) Subject to any specific instructions or policy adopted by resolution of the Club in general meeting and except as modified or detailed hereunder, the financial management and control of the affairs of the Club shall be vested in the Board, which may exercise such powers and do all such acts and things as may be exercised and done by the Club, provided that the Board shall not without the consent of members in general meeting;
 - mortgage, charge or pledge the whole or any part of the assets of the Club, or spend on any one capital or maintenance project in excess of fifty thousand dollars (\$50,000) in any one financial year, or
 - purchase or dispose of any land or other property of the Club.

Subject as aforesaid, the Board shall have the following powers of duties:

- (i) To appoint a Club member, or members, or a staff member to manage the daily financial affairs of the Club. The appointee(s) will be required to adhere as closely as possible to the budget approved at the Annual General Meeting and to report directly to each Board meeting on progress against that budget.
- (ii) To monitor and recommend the amounts of competition fees, and other such payments as may be necessary or desirable and are not otherwise fixed in accordance with these rules, and to provide for the payment of green fees in such amounts and covering such periods as it shall think fit.
- (iii) To purchase, carry out, construct and maintain such buildings, fences, machinery, improvements, and other such works as the Board may from time to time consider necessary.
- (iv) To lease or accept leases of any land, easements or tenements upon such terms and conditions as the Board may think fit.
- (v) To enter into all such negotiations, contracts and agreements, in the name and on behalf of the Club, as the Board may consider expedient for the purposes of the Club.
- (vi) To borrow or raise money on mortgage of the real or personal property of the Club, or any part or parts thereof, or upon debentures of the Club, and to issue such debentures, charging the whole or any part of the assets to the Club, and to execute such mortgages or debentures and/or to borrow money from bankers or other persons without security.

- (vii) To invest the funds of the Club on real or personal property in such manner as it may think fit.
- (viii) To recommend the imposition of a levy and payment conditions over a defined period of time to service or to finance a capital development, for approval of the members at an Annual General Meeting or at a Special General Meeting.

38. Auditor/Reviewer

- (a) The accounts of the Club shall be either audited or reviewed annually by a Member of the New Zealand Institute of Chartered Accountants. The decision whether to undertake a full audit or just a review in the following year will be determined by members at the Annual General Meeting. The Auditor/Reviewer shall be recommended by the Board for approval by the Annual General Meeting. Any remuneration shall be fixed by the Board.

39. Solicitor

- (a) A Solicitor to act as legal advisor to the Club shall be recommended by the Board for approval by the Annual General Meeting. The Board may in its discretion refer to the Solicitor all matters upon which a legal opinion is required and may instruct him to act for the Club on any matter it considers expedient to so do.

40. Patron

- (a) The Patron of the Club shall be recommended by the Board for approval by the Annual General Meeting.

41. Common Seal

- (a) The Club shall have a Common Seal which shall be kept in the custody of the Secretary Manager and shall only be used pursuant to a resolution of the Board. Every instrument to which the Seal is affixed shall be signed by no fewer than two (2) Members of the Board and the Chairperson or the Secretary Manager.

42. Rules of Play

- (a) The Rules of Play for golf shall be the Rules of the Game of Golf as adopted from time to time by the Royal and Ancient Golf Club of St Andrew's, except in so far as they may be varied by the New Zealand Golf Association (Inc).
- (b) On the recommendation of the Playing Committee, the Board may add other rules as local rules to suit local conditions.

43. Alteration of Rules

- (a) No alteration or addition shall be made to the Rules of the Club except at the Annual General Meeting or at a Special General Meeting of Members.
- (b) A proposal to alter the Rules at the Annual General Meeting must be:
 - (i) Proposed and seconded by two (2) Members with voting rights.

- (ii) Lodged with the Club Secretary at least twenty one (21) days before the Annual General Meeting.
- (iii) Posted by the Club Secretary on the Club Notice Board at least fourteen (14) days before the Meeting.
- (iv) Any proposal to alter the Rules at a Special General Meeting is subject to Rule 20.

44. Alteration of Course and/or Facilities

- (a) No alteration or addition of major significance to any work proposed in the Strategic Plan under Clause 30(e)(ix), shall be made without the approval of members through an Annual General Meeting or a Special General Meeting.
- (b) Under the above subclause, all alterations or additions shall have a plan drawn, with supporting information, and be posted in the Clubhouse for at least thirty days (30) to allow members to comment on the proposal. Any written comments contrary to the proposal and received by the Club Secretary shall be discussed by the Board and if deemed appropriate resolved through a Special General Meeting under Rule 20(b)(ii).

45. Pecuniary Interest

- (a) A Member shall not vote or take part in discussion, at any Annual General Meeting, Special General Meeting, Meeting of the Board, or Playing Committee Meeting, of any matter in which he has, directly or indirectly, any pecuniary interest apart from any interest in common with the Members, provided that this Rule shall not apply to any of the following matters:
 - (i) Any payment to or for the benefit of a Member where it is legally payable and the amount or the rate of the payment has already been fixed; or
 - (ii) Any appointment of a Member to any paid position notwithstanding that any remuneration or allowance is paid in respect of that position.
- (b) Failure to declare an interest may render the member liable to expulsion from the Board or Committee and to be called to account for any monies or benefit derived from the failure to disclose.

46. Binding on Members

- (a) Every member shall be bound by and submit to the Rules of the Club.

47. Compliance With the Law

- (a) All powers, duties, authorities, appointments and procedures conferred on the Club and its members, Board, committees and subcommittees shall be exercised at all times in such a manner as to comply with all statutes, regulations, orders in council or lawful directives of the Government of New Zealand or and all bylaws of any local or regional authority under the laws of New Zealand and of the covenants and conditions in any lease held by the Club as lessee or sub lessee.

48. Club Colours

- (a) The colours of the Club shall be Gold and Blue.

49. Indemnity

- (a) The Board and any of its members, the members of each committee and subcommittee and all employees of the Club, shall be entitled to indemnity from the Club in respect of any liability imposed upon them or legal proceedings taken by or against them as a consequence of anything which has been done or not done and which to the best of their knowledge, information and belief was lawful at the time. This indemnity shall not extend to any wilful or negligent failure to do or not do anything nor to any failure to ascertain and act or not act in compliance with Clause 45 nor to any wilful or negligent act done or wilful or negligent omission to do any act or thing by any person acting contrary to or not in accordance with any instruction or direction given to any person or group of persons by any professional consultant or advisor or by any direction of the Board, the Club Secretary or person directly or implicitly or by any person having authority to give instructions or directions to any subcommittee or its members or any of them or to any employee of the Club.

50. Winding Up

- (a) Members with voting rights present at an Annual General Meeting or a Special General Meeting called for that purpose, may resolve that the Club be wound up as from a date nominated in such resolution, and may also direct that the funds and property of the club shall be directed to a charitable organization or club with similar objects after the winding up thereof. Such resolution shall be confirmed at a subsequent Special General Meeting called for that purpose and held not earlier than thirty (30) days after the date on which the resolution was passed.