CONSTITUTION OF
KAIAPOI GOLF CLUB INCORPORATED
(Established 1907)

Kaiapoi Golf Club Constitution

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Kaiapoi Golf Club Constitution

1. Club details

1.1 **Name:** The name of the Society is Kaiapoi Golf Club Incorporated (the Club).

1.2 **Charitable status:** The Club is registered as a charitable entity (CC43830) under the Charities Act 2005.

1.3 **Registered office:** The registered office of the Club is at the place the Board decides. Any change to the registered office must be notified to the Registrar of Incorporated Societies by the Board Secretary at least five working days before the change of address is due to take effect and, in a form, and as required by the Act.

1.4 **Contact person:** The Board Secretary will be the Club's contact person. The Board must advise the Registrar of Incorporated Societies of any change in the contact person or their Contact Details.

2. Definitions and interpretation

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

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

Age means the age of the Member on the first day of the Club playing season.

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

Board means the Club's governing body.

Board Member means a Member of the Board.

Bylaws means any bylaws, policies, regulations and codes of the Club made under clause 15.

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

Chair means the Board Member appointed as chair of the Club under this Constitution.

Club Year (for all purposes except the financial year) will commence on the first day of March in each calendar year and end on the last day of February the following year.

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

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

Course Development Committee means the committee with responsibility for overseeing the development needs of the Club's golf course.

Deputy Chair means the Board Member appointed to deputise in the absence of the Chair.

Financial Member means a Member who has fully paid their subscription or who has entered into a flexible payment plan with the Club and is meeting the obligations of that plan.

Financial Year will commence on the first day of October in each calendar year and end on the last day of September the following year.

General Meeting means an Annual General Meeting or Special General Meeting of the Club.

Golf consists of playing a ball with a club from the teeing ground into the hole by a stroke or successive strokes as further defined in the Rules of Golf.

Governing Bodies means Golf New Zealand Korowha Aotearoa Incorporated (Golf NZ), Canterbury Golf Incorporated (Canterbury Golf), and any future organisations that may replace these.

Interested has the meaning given in section 62 of the Act; in particular, but not restricted to, Officers obtaining financial benefit from a Matter.

Interests Register means the Register of Interests disclosed by Officers, kept under this Constitution and as required by section 73 of the Act.

Matter means the Club's performance of its activities or exercise of its powers; or an arrangement, agreement or a contract (a transaction) made or entered into, or proposed to be entered into, by the Club.

Member means a person who has consented to becoming a Member of the Club and has been properly admitted to the Club and who has not ceased to be a Member of the Club.

Notice to Members means any notice given by email, post or courier.

Officer means any natural person on the Club's Board, thus occupying a position in the Club that allows the person to exercise significant influence over the management or administration of the Club.

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

Patron means a Member or non-Member elected at the AGM who the Members of the Club hold in utmost respect. The Patron is entitled to attend and speak at General Meetings but unless they are a Member has no right to vote.

Playing Committee means the committee responsible for managing all golf events relating to the Club.

Register of Members means the register of Members kept under the Constitution as required by section 79 of the Act.

Secretary means the Board Member responsible for ensuring all secretarial requirements of the Board are met.

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

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

Treasurer means the Board Member responsible for ensuring all the financial matters relating to the Club are properly undertaken.

Working Day means as defined in the Legislation Act 2019 (generally not Saturdays, Sundays and all Public Holidays including Canterbury Anniversary Day).

2.2 **Interpretation:** Unless the context otherwise requires:

(a) Words referring to the singular include the plural and vice versa.

(b) Clause headings are for reference only.

(c) Expressions referring to writing include references to words visibly represented, copied, or reproduced, including by email.

(d) Reference to a person includes any other entity or association recognised by law and vice versa and any reference to a particular entity includes a reference to that entity's successors.

(e) A reference to any legislation includes any secondary legislation, statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, re-enactment of, or replacement of, that legislation.

(f) All periods of time or notice exclude the days on which they are given.

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

(a) a Member if delivered by hand to the Member, or delivered by email, post or courier to the email or postal address set out in the contact details register for that Member;

(b) the Club if sent to info@kaiapoigolf.co.nz or by post to the Club's registered office set out on the Register of Incorporated Societies.

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

(a) if delivered by hand, at the time of delivery;

(b) if given by post, when left at the address of that party or five working days after being put in the post; or

(c) if given by email, upon production of a physical copy of the email detailing the time and the date the email was sent (provided that the sender does not receive any "out of office" auto-reply or other indication of non-receipt).

provided that any notice or communication received or deemed received after 5pm on a working day, or on a day which is not a working day, will be deemed not to have been received until the next working day.

3. Purpose and powers

3.1 **Purpose:** The charitable purposes of the Club are to:

(a) be a Member of Canterbury Golf and Golf NZ;

(b) promote, develop, foster and administer golf, mainly as an amateur sport for the well-being, benefit and recreation of the general public within the Club's local and wider community including connection with local schools to encourage into and to educate young people in the sport;

(c) provide and manage a golf course and other facilities to enable, assist and enhance participation, enjoyment, health and well-being for the benefit of Members and the wider community by making the facilities available to visitors and the general public, while having regard to the requirements and needs of Members;

(d) ensure fair and equitable opportunities are available to everyone to participate in golf as well as the social aspects of the Club;

(e) promote, develop and co-ordinate golf competitions;

(f) protect the integrity of golf and the Club by developing and enforcing standards of conduct, ethical behaviour and implementing good governance;

(g) support the development of Members, including the relevant training, education and development of the Members, including officials, coaches, team managers and volunteers.

3.2 **Capacity and powers:** The Club has, both within and outside New Zealand, full capacity, rights, powers and privileges to carry on or undertake any activity, do any act, or enter into any transaction, subject to this Constitution, the Act, any other legislation, and the general law.

4. Members

4.1 **Application:** An application to become a Member must be in the form required by the Board. All applications are received and processed by the Board Secretary, or delegated Club employee(s).
Any former member may apply for re-admission, but if their membership was terminated following a disciplinary or dispute resolution process, the applicant may only be re-admitted by a resolution at a Board meeting.
Before accepting an applicant as a Member, the person processing the application will check the Golf NZ online system to ensure there is no reason recorded there that might preclude the applicant from being accepted as a Member.
Any recommendation to decline an application must be passed on to the Board, which has absolute discretion to make this decision. The Board must advise the

applicant of its decision.
A person becomes a Member when their Application has been accepted and they have paid the required membership fees, or deposit if entering into a flexible payment plan with the Club. Every person who wishes to become and remain a Member must consent to, become and remain a member of Canterbury Golf and Golf NZ, unless not required to do so by Golf NZ.

4.2 **Member consent:** A person consents to become a Member by submitting a signed application form to the Club, unless otherwise specified in this Constitution. The signed application form will be retained in the Club's membership records while the Member retains their membership.

4.3 **Members:** The Board determines the membership categories that are available each year and any restrictions that may apply to a category. Members choose which category they wish to subscribe to, although the Board has the power to limit the number of members in a category, should it deem that necessary. Categories may include but are not restricted to:

(a) Full Active;

(b) Mid-week;

(c) 9 Hole;

(d) Summer or Winter;

(e) Full-time Tertiary;

(f) Secondary;

(g) Junior – Under 21, Under 18, or Beginner;

(h) Life.

4.4 **Life Members:** Persons honoured for highly valued services to the Club, elected as a Life Member at an AGM following unanimous recommendation of the Board.

4.5 **Member rights and obligations:** Members acknowledge and agree that:

(a) they are bound by, and will comply with, this Constitution and the Bylaws, and to the extent they apply, the rules, etiquettes, procedures or policies of Canterbury Golf and Golf NZ;

(b) they are entitled to all rights and entitlements granted by this Constitution or as determined by the Board;

(c) to receive, or continue to receive or exercise member rights, they must meet all the member requirements set out in this Constitution and the Bylaws or as otherwise set by the Board, including where required to become and remain a member of Canterbury Golf and Golf NZ, and make payment of any membership or other fees to the Club within the required time period;

(d) if they fail to comply with sub-clause (c) the Board may terminate their membership, but the Member continues to be bound by this Constitution;

(e) they do not have any rights of ownership of, or the automatic right to use, the Club's property; and

(f) they will promote the interests and purposes of the Club and must not do anything to bring the Club into disrepute.

4.6 **Suspension of Member:** If a Member is, or may be, in breach under clause 4.5, and the Board believes it is in the best interests of the Club to do so, the Board may suspend the Member until final determination of the matter under the dispute resolution process applicable to the matter. Before imposing any suspension, the Member must be given notice of the suspension.

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

4.8 **Ceasing to be Member:** A Member ceases to be a Member:

(a) on death;

(b) by giving notice to the Board of their resignation;

(c) if their membership is terminated under clause 4.5(d), which to avoid doubt, includes termination if a Member is required to be but ceases to be a Member of Canterbury Golf and Golf NZ;

(d) if their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution.

When a Member ceases to be a Member part way through the Club year, the Board, at its sole discretion, has the right to refund a portion of the subscription fee paid if it considers the reasons for the resignation warrant this.

4.9 **Consequences of ceasing to be a Member:** A Member who ceases to be a Member:

(a) remains responsible to pay all their outstanding membership and other fees to the Club;

(b) must return all the Club's property if required;

(c) ceases to be entitled to any rights of a Member.

4.10 **Membership fees:**

(a) The annual subscription fees and any other fees for membership for the following financial year shall be set by resolution at the AGM. Levies imposed by Governing Bodies will form part of the annual subscription fee. The Board will determine the due date that fees must be paid.

(b) The Board will have the right to offer to Members a flexible option for payment of fees based on periodic instalments, and to set and charge Members electing to use this option an additional administration fee that it may set.

Notice of the subscription payable by existing Members, will be sent to Members at least one month prior to the commencement of the period covered by the subscription.

(c) Any Member failing to pay the annual subscription fee (including any periodic instalment) within three weeks of the due date will be considered as unfinancial and will (without being released from the obligation of payment) have no membership rights and will not be entitled to participate in any Club activity or to access or use the Club's equipment and other property until all the arrears are paid. If such arrears are not paid within one calendar month of the due date for payment the Board may terminate the Member's membership (without being required to give prior notice to that Member).

(d) The Board may defer, reduce or otherwise alter the payment of the annual subscription by a Member, upon written or verbal application from the Member, where in the opinion of the Board, personal circumstances or hardship so warrant.

(e) 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 six or twelve month membership periods and has full discretion to set the fee for such deals.

4.11 **Member register:** The Board will keep an up-to-date Member register, which includes each Member's name, Contact Details and the date they became a Member. A Member must provide notice to the Club of any change to their Contact Details. The Member register will be updated as soon as practicable after the Board becomes aware of changes of the information recorded in the Member register. The Board will keep a record of those who have ceased to be a Club member within the previous 7 years and the date on which they ceased to be a member.

5. General Meetings

5.1 **AGM:** An AGM must be held once a year, usually between 15 November and 15 December, although if the Board decides to hold it at a different time it must be within 6 months of the end of the Financial Year of the Club and not more than 15 months after the previous AGM.

5.2 **Notice of AGM:** The Members must be given at least 25 working days' notice of the AGM. Notice to Members of an AGM, and to avoid doubt any other notice relating to a General Meeting, may be given by posting on the Club's noticeboard and/or website and/or by e-mail and/or by other methods approved by the Board.

5.3 **Business of AGM:** The following business will be discussed at the AGM:

(a) confirmation of the minutes of the previous AGM and minutes of any SGMs held since the last AGM;

(b) the Board's presentation of the following information during the most recently completed financial year:

(i) the annual report;

(ii) the annual financial statements;

(iii) the auditor's or reviewer's report to members on the financial statements;

(iv) notice of any disclosures of conflicts of interest made by persons seeking to be Officers (including a brief summary of the Matters, or types of Matters, to which those disclosures relate);

(c) the election of Board Members;

(d) the election of the Club Captain and Deputy Club Captain and other Playing Committee Members except the Club Handicapper who is appointed by the Committee;

(e) the election of three Course Development Committee Members (refer 8.2);

(f) consideration of the Board's recommendation for Member subscription fees for the following Club Year;

(g) consideration of the Board's Financial Budget for the current Financial Year;

(h) consideration of whether the Club's accounts will be audited or reviewed by a Member of the New Zealand Institute of Chartered Accountants at the end of the current Financial Year;

(i) consideration of the Board's recommendation for honorariums for the following Club Year;

(j) consideration of the Board's recommendation for the Club's Patron;

(k) consideration of the Board's recommendations for the Club's Accountant, Auditor or Reviewer, and Solicitor for the following Club Year;

(l) consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM;

(m) consideration of any other items of business that have been properly submitted for consideration at the AGM including where applicable nominations for Life Membership;

5.4 **Notice of proposed motions AGM:** Members must give notice of any proposed motions in writing to the Club at least 10 working days before the date of the AGM. Motions can only be received from Members with voting rights and must be seconded by another Member with voting rights.

5.5 **Notice of agenda AGM:** Notice of the agenda containing the business to be discussed at the AGM must be sent to all persons entitled to attend the AGM at least 5 working days before the date of the AGM by email and must also be posted on the Club noticeboard. No additional items of business can be voted on at the AGM other than those set out in the agenda, but the Members present may agree by Special Resolution to discuss any other items.

5.6 **Calling of SGM:** The Board must call a SGM if it receives a written request stating the purpose of the SGM from the Board itself or by 5% of Members who have voting rights.

5.7 **Notice of SGM:** Within 28 working days of receiving notification that requires a SGM, the Board must set a date and time for the SGM. The Board must give Members at least 10 working days' notice of the SGM, unless the Board, in its discretion, decides that the nature of the SGM business is of such urgency that a shorter period of notice is to be given to Members. A SGM may only consider and deal with the business specified in the request for the SGM.

5.8 **Method of holding meeting:** A General Meeting may be held by a quorum of people being assembled at the time and place the Board appoints for the meeting. At the discretion of the Board, all Members, if they so choose, may be invited to participate by audio link, audio-visual link or other electronic communication or by a combination of those methods. Those attending by electronic means are counted towards the quorum.

5.9 **Quorum:** No business may occur at any General Meeting unless a quorum is present at the meeting's start time. The quorum for a General Meeting is 50 Members with voting rights or 10% of the Members with voting rights, whichever is the smaller number. The quorum must always be present during the General Meeting.

5.10 **No quorum at AGM:** If a quorum is not met within 30 minutes of the AGM's scheduled start time, the AGM is adjourned to a day, time and place set by the chair of the AGM. If no quorum is met at the further AGM, the Members present, in person or through audio, audio visual link or other electronic communication (if the Board at its discretion has allowed for this), 15 minutes after the further AGM's scheduled start time are deemed to constitute a valid quorum.

5.11 **No quorum at SGM:** If a quorum is not met within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.

5.12 **Control of General Meetings:** The Chair of the Board chairs General Meetings (except at an AGM when the Chair is seeking re-election to the Board, when the Deputy Chair will chair that part of the meeting). If the Board Chair is unavailable, the Deputy Chair will preside. In the absence of both of those persons, the Members present will elect a person to chair the General Meeting.
The Chair of a General Meeting may direct that any person not entitled to be present at the General Meeting, or who is obstructing the business of the meeting, or is behaving in a disorderly manner, or being abusive, or failing to abide by the directions of the Chair, be removed from the General Meeting.

5.13 **Omissions and irregularities:** The General Meeting and its business will not be invalidated if one or more Members do not receive notice of the meeting. The General Meeting and its business will not be invalidated by an irregularity, error or omission in notices, agendas and papers of the meeting or notice within the required time frame or the omission to give notice to all Members and any other error in the organisation of the meeting if:

(a) the chair of the meeting in their discretion determines that it is still appropriate for the meeting to proceed despite the irregularity, error, or omission; and

(b) a motion to proceed is put to the meeting and a majority, of two-thirds of votes cast, is obtained in favour of the motion to proceed.

5.14 **Attendance:** Financial Members and any other persons invited by the Board are eligible to attend and speak at General Meetings.

5.15 **Voting:** Life Members and Financial Playing Members (excluding Juniors who are under 16 years of age on the day of the meeting) will have the right to vote at any General Meeting. A Member is entitled to exercise one vote on any motion at a General Meeting in person. Proxy voting will not be permitted

5.16 **Voting by electronic means:** Voting by electronic means will only be permitted if, at the discretion of the Board, all Members have been invited, if they so choose, to participate by audio link, audio-visual link or other electronic communication or by a combination of those methods.

5.17 **Conduct of voting:** Voting is conducted by the methods appropriate to the manner in which the meeting is being held. This may be voices or a show of hands or by electronic means (refer to 5.16) as determined by the Board in advance of the meeting or by the Chair of the meeting, unless a secret ballot is called for and approved by the Chair or at least 10 Members present at the meeting. If there is an equality of votes, the Chair has a casting vote.

5.18 **Minutes:** The Board Secretary is responsible for ensuring minutes are kept of all General Meetings.

5.19 **Resolution:** An Ordinary Resolution of Members at a General Meeting is sufficient to pass a resolution, except as specified in the Act or this Constitution.

6. Board of Management

6.1 **Functions and powers:** Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution the Board must manage, direct or supervise the operation and affairs of the Club and has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of the Club.

The Board will not, without the consent of members at a General Meeting, borrow or raise a mortgage, charge or pledge the whole or any part of the assets of the Club, or in any one Financial Year spend on any individual capital or maintenance project in excess of 10% of the anticipated total income (GST excluded) as recorded in the approved annual budget.

The Board will not, without the consent of members at a General Meeting, purchase or dispose of any land or other property of the Club.

In the event of any significant change being proposed to the Club's golf course or facilities, the Board must provide members with plans and supporting information and at least 30 working days in which to consider and submit written comments on the proposal. All submissions must be considered and discussed by the Board, and a final proposal must be communicated back to members. Should at least 5% of members with voting rights disagree with the final proposal, they can submit a written request for a Special General Meeting to be held (refer 5.6).

The Board will set fees relating to the Club's golf services (such as green fees, golf

cart hire, golf coaching, course bookings) and profit margins applied to golf products sold through the Club.

6.2 **Composition:** The Board consists of five Members. Four are elected at an AGM. The fifth member is either the Club Captain or Deputy Club Captain, this person being chosen by the Playing Committee as its representative at its first meeting following the AGM. At all times, all Board members must be Financial Members of the Club and not paid employees of the Club. From amongst the elected Board members, the roles of Chair, Deputy Chair, Secretary and Treasurer will be decided at the first meeting following the AGM. One elected Board Member, except the Chair, may hold two of these positions at any one time.

6.3 **Role of Chair:** The Chair will provide leadership for the Club and will engage in activities agreed with the Board which may include activities to promote the Club, good relations and communications between Members and the reputation and best interests of the Club, and to preside at Club events.

6.4 **Role of Deputy Chair:** The Deputy Chair will deputise in the absence of the Chair.

6.5 **Role of Secretary:** The Secretary will:

(a) ensure all Board related correspondence is attended to and that for all General Meetings and Board meetings agendas are prepared and minutes are kept, and that any committee keeps minutes of its meetings;

(b) ensure all Board records are kept and that all the secretarial work of the Club is performed.

The Board may vary these tasks or allow delegation of some or all of these tasks but the Secretary remains responsible to the Board for their performance.

6.6 **Role of Treasurer:** The Treasurer will:

(a) prepare the annual budget;

(b) monitor receipt of funds by the Club and ensure all accounts are paid once they are approved for payment by the appropriate budget holders within the Club;

(c) invest all funds of the Club in the manner directed by the Board;

(d) prepare monthly financial reports for the Board and undertake other tasks related to financial matters as required by the Board;

(e) work with the Club’s Accountant in the preparation of the annual financial statements and with the Club’s Auditor or Reviewer during the audit or review process;

The Board may vary these tasks or allow delegation of some or all of these tasks but the Treasurer remains responsible to the Board for their performance.

6.7 **Election of Board Members:** Board Members are elected as follows:

(a) the Board must call for nominations for any Board Member positions that are to be vacated at an AGM at least 25 working days before the AGM;

(b) nominations are made in the form decided by the Board and must be received by the date set by the Board and if no date is set, at least 10 working days before the AGM. The nomination form must include disclosure of any actual or potential conflicts of interests or if the person is involved/closely connected with a person or activity which has or may bring the Club or Golf into disrepute or which may be prejudicial to the purposes or the interests of the Club and/or Golf if they become a Board Member.

(c) the Board must give notice of the nominations to all Members at least 5 working days before the AGM;

(d) at the AGM, if there are more nominees than number of positions available, the election is by secret ballot, unless otherwise decided by the Chair of the General Meeting and approved by a Special Resolution of Members. If a secret ballot is held, two scrutineers must be appointed at the General Meeting to count the votes;

(e) those nominees who have the highest number of votes in their favour to fit the number of vacant positions are declared elected;

(f) if the number of votes for one or more nominees is equal to another nominee, a further vote will be held between the tied nominees;

(g) if there is only one nominee for a vacant position, that person is declared to be elected without the need for a vote.

6.8 **Qualification:** Every Board Member must, in writing:

(a) consent to be a Board Member; and

(b) certify that they are not disqualified from being elected or holding office as a Board Member by this Constitution or under section 47 of the Act or under section 36B of the Charities Act 2005.

6.9 **Disqualification:** The following persons are disqualified from being elected or holding office as a Board Member:

(a) A person who is an employee of, or independent contractor to, the Club.

(b) A person who is disqualified from being elected or holding office as a Board Member under section 47 of Act or under section 36B of the Charities Act 2005.

(c) A person who has been removed as a Board Member following a process under this Constitution or any Bylaw.

If an existing Board Member becomes or holds any position in (a) above then upon their appointment to such a position, they are deemed to have vacated their office as a Board Member. If any of the circumstances listed in (b) above occur to an existing Board Member, they are deemed to have vacated their office upon the relevant authority making an order or finding against them of any of those circumstances.

6.10 **Term of office:** The term of office for all elected Board Members is three years, expiring at the end of the relevant AGM, except for the Club Captain or Deputy Club Captain who are appointed annually by the Playing Committee. An elected Board Member may be re-elected to the Board for a maximum of three consecutive terms of

office, unless there are no nominations at the relevant AGM to replace them, in which case they may be re-elected for a further term. The term of any period served to fill a Casual Vacancy is disregarded for the purposes of calculating the total term served. The Board Chair may serve a maximum of nine consecutive years as Chair, unless at the end of the consecutive period there is no other Board member willing to take on the role, in which case they may be appointed for a further year.

6.11 **Casual Vacancy:** If a Casual Vacancy arises, the remaining Board Members may:

(a) appoint a person of their choice to fill the Casual Vacancy until the next AGM; or

(b) may leave the Casual Vacancy unfilled until the next AGM, at which a person is elected to begin a three year term.

6.12 **Suspension of Board Member:** If any Board Member is or may be the subject of an allegation, notice or charge described under clause 6.9 or any circumstances arise in relation to a Board Member which are or may be of concern to the Board, the remaining Board Members may by Special Resolution suspend the Board Member from the Board and set conditions as it requires pending the final determination of the allegation, notice, charge or circumstances. Before imposing any suspension, the Board Member must be given notice of the suspension.

6.13 **Removal of Board Member:**

(a) The Board may, by Special Resolution, remove any Board Member from the Board before the expiry of their term of office if the Board considers the Board Member concerned:

(i) has seriously breached duties under this Constitution or the Act; or

(ii) is no longer a suitable person to be a Board Member.

(b) A Board Member who is the subject of the motion for removal is counted for the purpose of reaching a quorum but will not participate in the vote on the motion.

(c) Before considering a motion for removal, the Board Member who is the subject of the motion must be given:

(i) notice that a Board meeting is to be held to discuss the motion to remove the Board Member; and

(ii) adequate time to prepare a response; and

(iii) the opportunity prior to the Board meeting to make written submissions; and

(iv) the opportunity to be heard at the Board meeting.

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

(a) their term expires;

(b) the person resigns by delivering a signed notice of resignation to the Board;

(c) the person is removed from office under this Constitution;

(d) the person becomes disqualified from being an officer under section 47(3) of the Act or section 36B of the Charities Act 2005;

(e) the person dies.

6.15 **Committees:**

(a) In exercise of its powers, the Board may appoint committees.

(b) The Board may determine, in writing, conditions for the operation of a committee including the duration of its appointments and its powers.

(c) Any determination in relation to operational conditions shall have effect until rescinded by the Board and is not to be affected by reason only of a change in the composition of the Board or the committee.

(d) Committees have no power to delegate the powers delegated to it by the Board.

7. Board Meetings

7.1 **Calling meetings:** Board meetings may be called at any time by the Chair or by a minimum of three Board Members, but generally the Board will meet monthly.

7.2 **Meeting procedure:** Except to the extent specified in the Act or this Constitution, the Board may regulate its own procedure. The Board may invite non-Board Members to attend meetings and allow them speaking rights but not voting rights.

7.3 **Quorum:** The quorum for a Board meeting is three Board Members. Where the Board at its discretion permits attendance by audio or audio-visual link or other electronic communication and provided that all persons participating in the Board meeting can hear each other effectively and simultaneously then any Board Member may be counted for the purposes of a quorum, participate in any discussion and vote on any proposed resolution at a Board meeting without being physically present.

7.4 **Voting:** Each Board Member has one vote. Voting is by voices or on request of any Board Member by a show of hands or by a ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted if the Board has approved attendance via audio or audio-visual link or other electronic communication. If there is an equality of votes, the Chair has a casting vote.

7.5 **Resolution in writing:** A resolution in writing signed or consented to by email or other electronic means by a majority of Board Members is valid as if it had been passed at a Board meeting. Any resolution reached in this manner must be recorded in the **minutes** of the next Board meeting.

8. Playing and Course Development Committees

8.1 **Functions and powers:** Both Committees will comply with and put into effect all instructions given them by the Board and will liaise with and report to the Board. The Committees must not commit the Club to any financial expenditure without express authority from the Board.

(a) The Playing Committee is responsible for managing all golf events relating to the Club in line with Governing Body rulings including setting fees for entry into Club competitions. Where visitors are invited to play in organised Club events, the Playing Committee, in conjunction with the organiser of the competition, may set a visitor entry fee, otherwise the visitor must pay a standard green fee as well as any competition entry fee that may apply.

(b) The Course Development Committee is responsible for overseeing the development needs of the Club's golf course.

8.2 **Composition:**

(a) The Playing Committee will comprise of the Club Captain and Deputy Club Captain, Club Handicapper and sufficient Members to ensure that each playing section of the Club is represented. One Committee Member can represent more than one section. All Playing Committee Members will be elected at the AGM, except the Club Handicapper who is appointed by the Playing Committee at the first meeting following the AGM. The Club Captain will chair Playing Committee meetings.

(b) The Course Development Committee will comprise of the Club's Greens' Superintendent, the Club's Volunteer Coordinator (who is appointed by the Board), a Board representative, a Playing Committee representative and up to three other Members who will be elected at the AGM. The Volunteer Coordinator, Board representative and Playing Committee representative will be appointed by the respective groups at their first meetings following the AGM. The Course Development Committee Chair will be elected at the first meeting of the Course Development Committee following the AGM.

8.3 **Election of Playing and Course Development Committee Members:** Committee Members are elected as follows:

(a) the Board must call for nominations for any elected Committee Member positions at least 25 working days before the AGM;

(b) nominations are made in the form decided by the Board and must be received by the date set by the Board and if no date is set, at least 10 working days before the AGM. The nomination form for the Club Captain and Deputy Club Captain (one of whom will become a Board Member) must include disclosure of any actual or potential conflicts of interests or if the person is involved/closely connected with a person or activity which has or may bring the Club or Golf into disrepute or which may be prejudicial to the purposes or the interests of the Club and/or Golf if they become a Board Member.

(c) the Board must give notice of the nominations to all Members at least 5 working days before the AGM;

(d) at the AGM, if there are more nominees than number of positions available, the election is by secret ballot, unless otherwise decided by the chair of the AGM and approved by a Special Resolution of Members. If a secret ballot is held, two scrutineers must be appointed at the AGM to count the votes;

(e) those nominees who have the highest number of votes in their favour to fit the number of vacant positions are declared elected;

(f) if the number of votes for one or more nominees is equal to another nominee, a further vote will be held between the tied nominees;

(g) if there are only sufficient nominees for the vacant positions, those persons are declared to be elected without the need for a vote.

8.4 **Term of office:** The term of office for all Committee Members is one year, expiring at the AGM. There are no restrictions on the maximum number of consecutive terms a Committee Member may serve.

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

(a) appoint a person of their choice to fill the Casual Vacancy until the next AGM; or

(b) may leave the Casual Vacancy unfilled until the next AGM.

9. Board Members' (Officers') Duties

A Board Member (Officer):

(a) when exercising powers or performing duties as an Officer, must act in good faith and in what the Officer believes to be the best interests of the Club;

(b) must exercise a power as an Officer 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 an Officer, 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 Officer and the nature of the responsibilities undertaken by them;

(e) must not agree to the activities of the Club being carried on in a manner likely to create a substantial risk of serious loss to the Club's creditors or cause or allow the activities of the Club to be carried on in a manner likely to create a substantial risk of serious loss to the Club's creditors;

(f) must not agree to the Club incurring an obligation unless the Officer believes at that time on reasonable grounds that the Club will be able to perform the obligation when it is required to do so; and

(g) when exercising powers or performing duties as an Officer, may rely on reports, statements, and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:

(i) an employee whom the Officer believes on reasonable grounds to be reliable and competent in relation to the matters concerned;

(ii) a professional adviser or expert in relation to matters that the officer believes on reasonable grounds to be within the person's professional or expert competence; or

(iii) any other Officer or subcommittee of Officers on which the Officer did not serve in relation to matters within the Officer's or subcommittee's designated authority,

if the Officer, acts in good faith, makes proper inquiry where the need for inquiry is indicated by the circumstances, and has no knowledge that the reliance is unwarranted.

10. Interests

10.1 **Register of interests:** The Board must keep a register of interest disclosures made by Board Members (Officers).

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

10.3 **Consequences of being Interested:** A Board Member who is Interested in a Matter:

(a) must not vote or take part in a decision of the Board relating to the Matter, unless all non-interested Board Members consent;

(b) must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Board consent;

(c) must not take part in any Board discussion relating to the Matter or be present at the time of the Board decision, unless all non-interested Board Members consent;

(d) may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.

10.4 **Calling of SGM:** Despite clause 10.3, if 50% or more Board Members are Interested in a Matter, a SGM must be called to consider and determine the Matter.

10.5 **Notice of failure to comply:** The Board must notify Members of a failure to comply with section 63 or 64 of the Act, and of any transactions affected, as soon as practicable after becoming aware of the failure.

11. General Manager

11.1 **Role of General Manager:** The Board, if it considers it is in the Club's best interests, may engage a General Manager. The General Manager is under the direction of the Board and is responsible for the day-to-day management of the Club under this Constitution and the Bylaws and within any delegated authority from the Board.

11.2 **Board involvement:** The General Manager may attend Board meetings when required by the Board but has no voting rights.

12. Finances

12.1 **Control and management of finances:** The funds and property of the Club are controlled, invested and disposed of by the Board, subject to this Constitution and devoted solely to the promotion of the purposes of the Club set out in clause 3. At the first Board meeting following the AGM, the Board will determine which Board Member(s) and/or Club employee(s) will be signatories to the Club's bank accounts alongside the Treasurer for the following year. A minimum of two signatories will be required for all bank payments.

12.2 **Balance date:** The Club's balance date is 30 September, the end of the Financial Year, or the date the Board decides.

12.3 **Audit or Review of financial statements:** The Club's financial statements must be audited or reviewed each year and the audited or reviewed financial statements must be submitted to the AGM. Unless the total operating payments of the Club require an audit by law, the decision whether to audit or review is determined by Members at the AGM.

12.4 **No personal benefit:** The Board Members may not receive any distributions of profit or income from the Club. This does not prevent Board Members:

(a) receiving reimbursement of actual and reasonable expenses incurred, or

(b) entering into any transactions with the Club for goods or services supplied to or from them, which are at arms' length, relative to what would occur between unrelated parties,

provided no Board Member is allowed to influence any such decision made by the Club in respect of payments or transactions between it and them, their direct family or any associated entity.

13. Indemnity and insurance

13.1 **Indemnity:** The Club indemnifies its current and former Officers, Members and employees as permitted by section 96 of the Act.

13.2 **Insurance:** With the prior approval of its Board, the Club may effect insurance for its current and former Officers, Members and employees as permitted by section 97 of the Act.

13.3 **Indemnity for Officers:** With the prior approval of its Board, the Club is authorised to indemnify an Officer under section 96 of the Act or effect insurance for an Officer under section 97 of the Act for the following matters:

(a) liability (other than criminal liability) for a failure to comply with a duty under sections 54 to 61 of the Act or any other duty imposed on the Officer in their capacity as an Officer; and

(b) costs incurred by the Officer for any claim or proceeding relating to that liability.

14. Amendments

14.1 **Amendments:** This Constitution may only be amended or replaced by Special Resolution of Members at a General Meeting.

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

15. Bylaws and Integrity

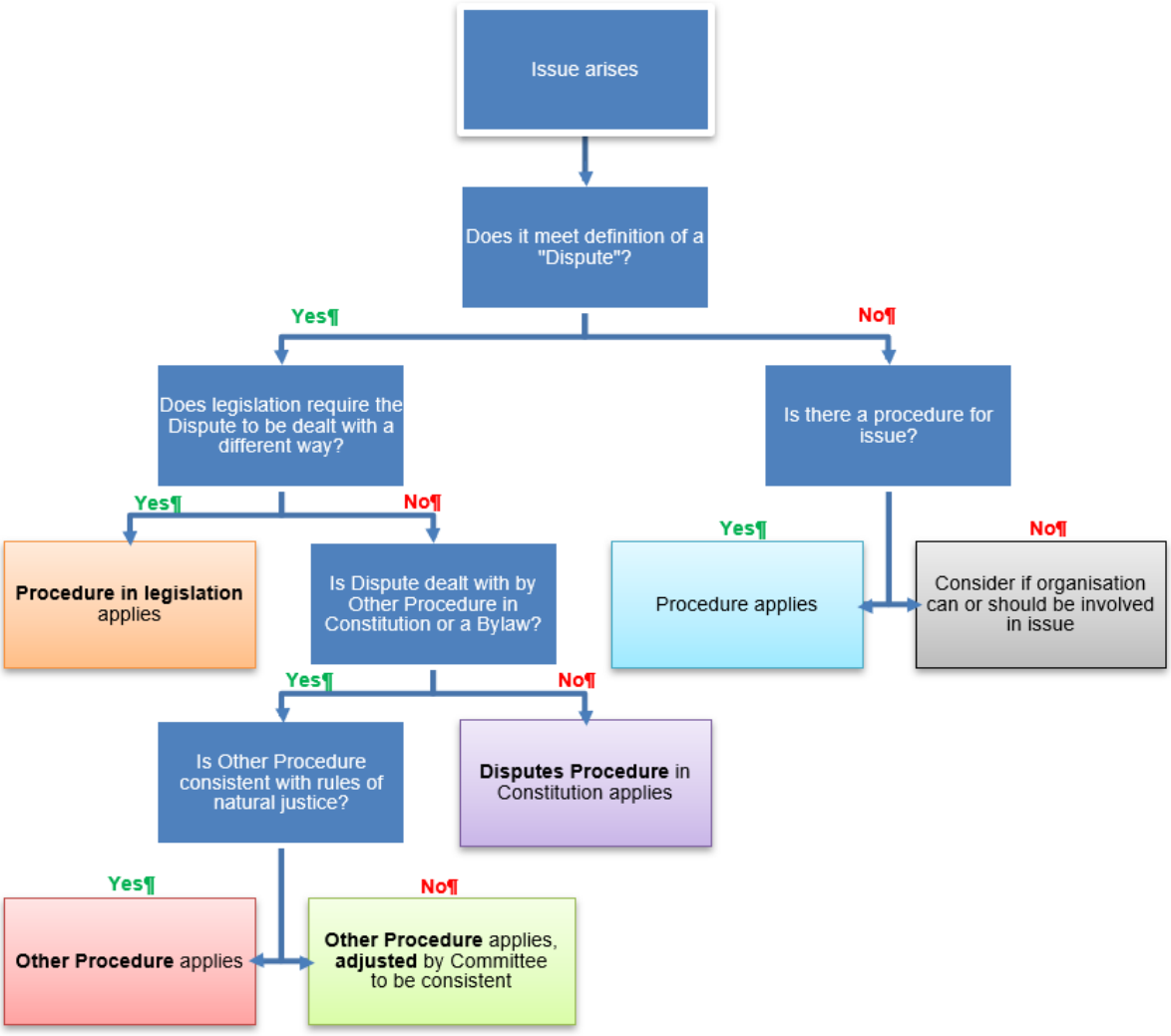
15.1 **Bylaws:** The Board may make and amend Bylaws for the conduct and control of the Club's activities and codes of conduct applicable to Members. Any Bylaw must be consistent with this Constitution, the Club's purposes set out in clause 3, the Act and any other laws. All Bylaws are binding on the Club and the Members. The making, amendment, revocation, or replacement of a Bylaw is not an amendment of this Constitution.

15.2 **Definition:** In this clause 15.2 **Integrity Code** means an integrity code issued by the Integrity Sport and Recreation Commission under section 19 of the Integrity Sport and Recreation Act 2023.

15.3 **Integrity Code binding:** If Golf NZ adopts an Integrity Code, the Club is bound by it.

15.4 **Application to Members:** If Golf NZ adopts an Integrity Code, all Members of the Club agree to the application of the Integrity Code to them and agree to be bound by it.

16. Dispute resolution



16.1 **Definitions:** In this clause 16:

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

(i) a Member or an Officer has engaged in misconduct; or

(ii) a Member or an Officer has breached, or is likely to breach, a duty under this Constitution or the Act; or

(iii) the Club has breached, or is likely to breach, a duty under this Constitution or the Act; or

(iv) a Member's rights or interests as a member have been damaged or Members' rights or interests generally have been damaged;

(b) **Disputes Procedure** means the procedure for resolving a Dispute set out in clauses 16.5 to 16.13;

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

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

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

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

(a) If the Dispute is dealt with by a separate procedure under this Constitution or in a Bylaw (**Other Procedure**), that Other Procedure applies to the exclusion of the Disputes Procedure. If any part of the Other Procedure is inconsistent with the rules of natural justice, that part will not apply, but the remainder of the Other Procedure will continue to apply together with adjustments as determined by the Board in its discretion so that the Other Procedure is consistent with the rules of natural justice.

(b) If the conduct, incident, event or issue does not meet the definition of a Dispute and is managed by any Other Procedure, that Other Procedure applies to the exclusion of the Disputes Procedure.

16.4 **Application of the Disputes Procedure:** If the Dispute is not required by other legislation to be dealt with in a different way and it is not dealt with by any Other Procedure, the Disputes Procedure applies to the Dispute.

Disputes Procedure

16.5 **Raising a complaint:**

(a) A Member or an Officer may start the Disputes Procedure (a **Complaint**) by giving written notice to the Board setting out:

(i) the allegation to which the dispute relates and who the allegation is against; and

(ii) any other information reasonably required by the Club.

(b) The Club may make a Complaint involving an allegation against a Member or an Officer by giving notice to the person concerned setting out the allegation to which the Dispute relates.

(c) The information given must be enough to ensure a person against whom the Complaint is made is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.

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

16.7 **Decision to not proceed with a matter:** Despite the contents of the Disputes Procedure, the Club may decide not to proceed with a matter if:

(a) the Complaint is trivial; or

(b) the Complaint does not appear to disclose or involve any allegation of the following kind:

(i) any material misconduct; or

(ii) any material breach or likelihood of material breach of a duty under this Constitution or the Act; or

(iii) any material damage to a Member's rights or interests or Members' rights or interests generally; or

(c) the Complaint appears to be without foundation or there is no apparent evidence to support it; or

(d) the person who makes the Complaint has an insignificant interest in the matter; or

(e) the conduct, incident, event, or issue giving rise to the Complaint has already been investigated and dealt with under this Constitution; or

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

16.8 **Complaint may be referred:** The Club may refer a Complaint to:

(a) a hearing body or person authorised, delegated or appointed by the Board to hear and resolve Disputes, and includes an arbitral tribunal (**Hearing Body**); or

(b) a subcommittee or an external person to investigate and report; or

(c) any type of consensual dispute resolution with the consent of all parties to the Complaint.

16.9 **Hearing Body:** The Board may determine the composition, jurisdiction, functions and procedures of, and any sanctions which can be imposed by, any Hearing Body. Each Hearing Body has delegated authority by the Board to resolve, or assist to resolve, Complaints.

16.10 **Bias:** An individual may not be part of a Hearing Body in relation to a Complaint if two or more members of the Board or of the Hearing Body consider there are reasonable grounds to believe that the individual may not be:

(a) impartial; or

(b) able to consider the matter without a predetermined view.

16.11 **Complainant's right to be heard:**

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

(b) A Member or Officer or the Club must be taken to have been given the right if:

(i) the Member or Officer or the Club has a reasonable opportunity to be heard in writing or at an oral hearing, if one is held; and

(ii) an oral hearing is held if the Hearing Body considers that an oral hearing is needed to ensure an adequate hearing; and

(iii) an oral hearing, if any, is held before the Hearing Body; and

(iv) the Member's or Officer's or the Club's written statement or submission, if any, are considered by the Hearing Body.

16.12 **Respondent's right to be heard:** The Member or Officer who, or the Club which, is the subject of the Complaint (**Respondent**) has a right to be heard before the Complaint is resolved or any outcome is determined. If the Respondent is the Club, a Board Member may exercise the right on behalf of the Club. A Respondent must be taken to have been given the right if:

(a) the Respondent is fairly advised of all allegations concerning the Respondent, with sufficient details and time given to enable the Respondent to prepare a response; and

(b) the Respondent has a reasonable opportunity to be heard in writing or at an oral hearing, if one is to be held; and

(c) an oral hearing is held if the Hearing Body considers that an oral hearing is needed to ensure an adequate hearing; and

(d) an oral hearing, if any, is held before the Hearing Body; and

(e) the Respondent's written statement or submissions, if any, are considered by the Hearing Body.

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

17. Liquidation and removal

17.1 **Notice:** The Board must give notice to all Members at least 20 Working Days of a proposed motion:

(a) to appoint a liquidator;

(b) to remove the Club from the Register of Incorporated Societies; or

(c) for the distribution of the Club's surplus assets.

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

- the time and place of the meeting;
- the nature of the business to be transacted at the meeting in sufficient detail to enable a member to form a reasoned judgement in relation to it;
- the text of the resolution;
- the right of a member to appoint a proxy or to cast a vote by electronic means if the Board, at its discretion, has allowed for audio, audio visual link or other electronic communication or by a combination of those methods; and

- for a resolution under section 216(1)(c) (disposing surplus assets), a statement confirming that the Board has had regard to the society's purposes.

17.2 **Special Resolution:** Any resolution for a motion set out in clauses 17.1(a) to (c) must be passed by a Special Resolution of Members.

17.3 **Surplus assets:** The surplus assets of the Club, after the payment of all costs, debts and liabilities, must be disposed of to another not-for-profit entity which are exclusively charitable and that shares similar purposes to the Club.

18. Matters not provided for

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

19. Transition

19.1 **Transition:** This clause 19 applies to facilitate transition of the Club from the previous Constitution to this Constitution. If this clause is inconsistent with any other clause in this Constitution, this clause applies to the extent of the inconsistency and the other clause will not.

19.2 **Power of Board during transition period:** Subject to the Act, the Board may amend any requirement for and/or the date by which this Constitution requires anything to be done. This clause applies for three months and is solely to enable flexibility in the transition of the Club from the previous Constitution to this Constitution and to correct any unintended consequences occurring through different wording being used.

19.3 **Transition of Board or Committee Members:**

(a) The changes to the structure of the Board, Playing Committee and Course Development Committee will apply following the approval of this Constitution by Members at a General Meeting from the next AGM or if approved at an AGM from the date of that AGM.

(b) Where Board members have served full or partial terms under the previous Constitution these will count towards any maximum number of terms in this Constitution.