

CONSTITUTION
OF
The Mornington Golf Club Incorporated

The Mornington Golf Club (Incorporated)

Constitution

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Mornington Golf Club (Incorporated)

Constitution

1. Definitions and interpretation

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

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

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

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

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

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

Club means The Mornington Golf Club (Incorporated).

Committee means the Club's governing body.

Committee Member means a member of the Committee.

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

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

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

General Meeting means an AGM or SGM 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.

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

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

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

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

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

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

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.

Working Day has the meaning given to that term under the Legislation Act 2019 and excludes the day observed as the anniversary in Wellington.

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

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

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

- (a) a Member if delivered by hand to the Member, sent by post or by electronic means to the address set out in their Contact Details;
- (b) the Club if sent to admin@morningtongolf.co.nz or by post to the Club's registered office set out on the Register of Incorporated Societies;

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

- (a) if delivered by hand, at the time of delivery;
- (b) if given by post, when left at the address of that party or five 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.

2. **Club details**

2.1 **Name:** The name of the society is **The Mornington Golf Club (Incorporated)**

2.2 **Registered office:** The registered office of the Club is at the Clubrooms situated at 80 Stanley Street, Berhampore, WELLINGTON 6023.

2.3 **Contact person:** At its first Committee meeting following an AGM, the Committee must appoint or reappoint at least one, and a maximum of three, persons to be the contact person, subject to those persons meeting the eligibility criteria set out in the Act. The Committee must advise the Registrar of Incorporated Societies of any change in the contact person or their Contact Details.

3. Purpose and powers

3.1 Purpose: The purposes of the Club are to:

- (a) promote, develop, foster and administer golf, mainly as an amateur sport for the well-being, benefit and recreation of the general public;
- (b) be a member of Golf Wellington and Golf NZ;
- (c) To obtain affiliation with any New Zealand or overseas body, corporation, club or association having a constitution or objects wholly or in part similar to or compatible with those of the Club;
- (d) provide and manage Clubrooms and practice facilities to enable, assist and enhance participation, enjoyment, health and well-being for the benefit of Members and the wider community by making the facilities available to visitors and the general public having regard to the requirements and needs of Members;
- (e) lead, promote and enable Diversity, Equity and Inclusion across the whole Club including governance of the Club and participation in golf;
- (f) promote, develop and co-ordinate golf competitions;
- (g) protect the integrity of golf and the Club by developing and enforcing standards of conduct, ethical behaviour and implementing good governance;
- (h) support the development of Members, including the relevant training, education and development of the Members, including officials, coaches, team managers and volunteers.

3.2 Tikanga: The tikanga, kawa, culture or practice of the Club is as follows:

He aha te mea nui o te ao? He tangata, he tangata, he tangata! People are most important for our club; we will be respectful, compassionate, and caring. Our actions and decisions will be guided by this kaupapa of manaakitanga and whanaungatanga, and this Constitution must be interpreted having regard to that tikanga, kawa, culture or practice

3.3 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 (**Application**) must be in the form required by the Committee, with a proposer and seconder, who must be financial members of not less than one year's standing. All Applications are decided by the Committee, which may accept or decline an Application in its absolute discretion. A person becomes a Member when their Application has been accepted and they have paid the required membership fees and satisfied any other preconditions.

4.2 Member consent: A person consents to become a Member by submitting an Application to the Club, unless otherwise specified in this Constitution.

4.3 Members: The Members of the Club are:

- (a) Full Playing (including Nine hole)
- (b) Life
- (c) Junior

- (d) Summer
 - (e) Associate
 - (f) any other categories of member as the Committee determines.
- 4.4 **Life Members:** Life Membership may be granted in recognition and appreciation of outstanding service by an individual to the Club. Any Member may nominate an individual to become a Life Member by giving notice to the Committee setting out the grounds for the nomination. The Committee must then determine whether the nomination should be forwarded to a General Meeting for determination by the Members. A person may only be elected as a Life Member by a Special Resolution at a General Meeting. Election to Life Membership shall require 75% majority of those present and entitled to vote to be valid. A person consents to becoming a Life Member on acceptance of their life membership. Life Members have such rights and benefits as determined by the Committee. The number of Life Members shall not at any time exceed seven (7) percent of the total golfing membership of the Club. No more than one Life Member can be elected at any one AGM.
- 4.5 **Juniors** Any applicant for membership under nineteen (19) years may be admitted as a Junior Member after being proposed and seconded in the ordinary way, and on attaining the age of nineteen (19) years shall become a full playing member and be liable for the appropriate Club subscription from the commencement of the next financial year. Junior members do not have voting rights. Junior members shall be eligible to enter all competitions on payment of competition fees.
- 4.6 **Associate Members:** The Committee may determine other types of non-playing memberships as required. Associate members do not have voting rights.
- 4.7 **Member rights and obligations:** Members acknowledge and agree that:
- (a) they are bound by, and will comply with, this Constitution and the Bylaws, and to the extent they apply, the rules, procedures or policies of Golf Wellington and Golf NZ;
 - (b) to receive, or continue to receive or exercise member rights, they must meet all the member requirements set out in this Constitution and the Bylaws or as otherwise set by the Committee, including where required, to become and remain a member of Golf Wellington and Golf NZ, and payment of any membership or other fees within the required time period;
 - (c) if they fail to comply with sub-clause (a) the Committee may terminate their membership, but the Member continues to be bound by this Constitution;
 - (d) they do not have any rights of ownership of, or the automatic right to use, the Club's property; and
 - (e) they will promote the interests and purposes of the Club and must not do anything to bring the Club into disrepute.
 - (f) They will follow the rules of the game of golf as adopted from time to time by the Royal and Ancient Golf Club of St Andrews, except in so as they are modified by local rules of the Club.
- 4.8 **Suspension of Member:** If a Member is, or may be, in breach under clause 4.7(c), and the Committee believes it is in the best interests of the Club to do so, the Committee may suspend the Member until final determination of the matter under the dispute resolution process applicable to the matter. Before imposing any suspension, the Member must be given notice of the suspension.

- 4.9 **Suspension of Member rights:** Unless otherwise determined by the Committee, while a Member is suspended the Member is not entitled to attend, speak or vote at a General Meeting or to any other rights or entitlements as a Member and is not entitled to continue to hold office in any position within the Club, until such time as the alleged breach is resolved or determined.
- 4.10 **Ceasing to be Member:** A Member ceases to be a Member:
- (a) on death;
 - (b) by giving notice in writing to the Committee of their resignation;
 - (c) if their membership is terminated under clause 4.7 which to avoid doubt includes termination if a Member is required to be but ceases to be a member of Golf Wellington 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.
- 4.11 **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
 - (d) may apply to rejoin in accordance with application procedures outlined in 4.1 if they have discharged all liabilities to the Club
- 4.12 **Membership fees:** The membership fees and any other fees payable by Members, and the due date for those fees will be determined by the AGM from time to time on recommendations from the Committee. The Committee may recommend different levels of membership fees and other fees for different types of Members.
- (a) On payment of their subscription the member will be furnished with a membership card for the current year which they must produce when visiting other clubs at which, in accordance with the Sale of Liquor Act, they must have on their person when in the club house when the bar is open.
 - (b) Subscriptions shall become due on the Club's Opening Day each year and may be paid in full or in instalments. All Subscriptions due must be paid on or before Opening Day.
 - (c) Any member unpaid, by this date shall be deemed unfinancial, their membership shall cease; and their name shall be erased from the register of members. They may be reinstated at the discretion of the Committee and on payment of all arrears. No member who is deemed unfinancial under this rule may compete for any prize or vote at any meeting.
- 4.13 **Member register:** The Committee 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 Committee becomes aware of changes of the information recorded in the Member register. The Committee 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 at the end of the month of July of each year or on such date as the Committee may decide, but not more than 6 months after the balance date of the Club and not more than 13 months after the previous AGM.
- 5.2 **Notice of AGM:** The Members must be given at least 28 days' notice of the AGM.
- 5.3 **Business of AGM:** The following business will be discussed at the AGM:
- (a) confirmation of the minutes of the previous AGM;
 - (b) the Committee's presentation of the following information during the most recently completed accounting period:
 - (i) the annual report;
 - (ii) the annual financial statements;
 - (iii) the review report of the financial statements;
 - (iv) notice of any disclosures of conflicts of interest made by Officers (including a brief summary of the Matters, or types of Matters, to which those disclosures relate);
 - (c) the election of the President, Vice President (2) Club Captains (2) Secretary, Assistant Secretary, Treasurer, Handicapper, and five (5) other Committee Members. Only Life Members and Playing members are eligible for election;
 - (d) consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM;
 - (e) consideration of any other items of business that have been properly submitted for consideration at the AGM.
- 5.4 **Notice of proposed motions:** Members must give notice in writing of any proposed motions and other items of business to the Club at least one month prior to the notices convening the AGM.
- 5.5 **Notice of agenda:** Notice of the agenda containing the business to be discussed at the AGM must be sent to all persons entitled to attend the AGM at least 7 days before the date of the AGM. No additional items of business can be voted on other than those set out in the agenda, but the Members present may agree unanimously to discuss any other items.
- 5.6 **Calling of SGM:** The Committee must call a SGM if it receives a written request stating the purpose of the SGM from the Committee itself or by 5% of Members.
- 5.7 **Notice of SGM:** Members must be given at least 14 days' notice of the SGM, unless the Committee, 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 appointed for the meeting.
- 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 20 Members who are entitled to vote. 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, 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 President chairs General Meetings. If that person is unavailable, another Committee Member (appointed by the Committee) will preside. In the absence of both of those persons, the Members present will elect a person to chair the General Meeting.
- 5.13 **Attendance:** Members and any other persons invited by the Committee are eligible to attend and speak at General Meetings.
- 5.14 **Voting:** The voting rights and entitlement for Members to exercise on any motion at a General Meeting in person is for Financial Playing Member of one year's membership or more. In the event of a tied vote the chairman of the meeting shall have a casting vote as well as a deliberative vote.
- 5.15 **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 as determined by the Committee in advance of the meeting or by the chair of the meeting, unless a secret ballot is called for and approved by the chair as otherwise required under this Constitution.
- 5.16 Results of the voting are to be recorded and posted in the minutes and on the Noticeboard in the Club Rooms.
- 5.17 **Minutes:** Minutes must be kept of all General Meetings.
- 5.18 **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. **Committee**

- 6.1 **Functions and powers:** Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution the Committee must manage, 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.
- 6.2 **Composition:** The Committee consists of the President, Vice Presidents (2), Club Captains (2), Secretary, Assistant Secretary, Treasurer, Handicapper, and up to 5 other persons elected at the AGM.
- 6.3 **Role of President:** The President will engage in activities agreed with the Committee 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 Secretary:** The Secretary will:
 - (a) attend to all correspondence and keep minutes of General Meetings and Committee meetings and ensure that any subcommittee keeps minutes; and
 - (b) keep all records and generally perform all the secretarial work of the Club. With the written approval of the Committee these tasks may be varied or delegated but the Secretary remains responsible to the Committee for their performance.
- 6.5 **Role of Treasurer:** The Treasurer will:

- (a) Monitor receipt of funds by the Club and pay all accounts approved by the Committee. The Committee may delegate levels of payment to the Treasurer by written authority;
- (b) invest all funds of the Club in the manner directed by the Committee; and
- (c) keep the Club's financial accounts, submit appropriate financial statements at the AGM and undertake other tasks required by the Committee.

6.6 Election of Committee Members: Committee Members are elected as follows:

- (a) the Committee must call for nominations for any Committee Member positions that are to be vacated at an AGM at least 30 days before the AGM.
- (b) nominations are made in the form decided by the Committee and must be received by the date set by the Committee and if no date is set, at least 15 days before the AGM.
- (c) the Committee must give notice of the nominations to all Members at least 8 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.
- (h) if insufficient nominations are received the AGM shall have the power to elect sufficient members to form a full Committee.
- (i) In the event of a ballot being held for the election of officers or committee, the resulting votes shall be made known to the meeting immediately after the counting of same has concluded.

6.7 Qualification: Every Committee Member must, in writing:

- (a) consent to be a Committee Member; and
- (b) certify that they are not disqualified from being elected or holding office as a Committee Member by this Constitution or under section 47 of the Act

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

- (a) A person who is an employee of the Club.
- (b) A person who is disqualified from being elected or holding office as a Committee Member under section 47 of Act
- (c) A person who has been removed as a Committee Member following a process under this Constitution or any Bylaw.

If an existing Committee Member becomes or holds any position in (a) above then upon their appointment to such a position, they are deemed to have vacated their office as a Committee Member. If any of the circumstances listed in (b) above occur to an existing Committee Member, they are deemed to have vacated their office upon

the relevant authority making an order or finding against them of any of those circumstances.

- 6.9 **Term of office:** The term of office for all Committee Members is one year, expiring at the end of the relevant AGM. The term of any period served to fill a Casual Vacancy is disregarded for the purposes of calculating the total term served.
- 6.10 **Casual Vacancy:** If a Casual Vacancy arises, the remaining Committee Members may:
- (a) appoint a person of their choice to fill the Casual Vacancy only until the next AGM, at which a person is elected to fill the remainder of the term of the Casual Vacancy; or
 - (b) may leave the Casual Vacancy unfilled until the next AGM, at which a person is elected to fill the remainder of the term of the Casual Vacancy.
- 6.11 **Suspension of Committee Member:** If any Committee Member is or may be the subject of an allegation, notice or charge described under clause 6.8 or any circumstances arise in relation to a Committee Member which are or may be of concern to the Committee, the remaining Committee Members may by Special Resolution suspend the Committee Member from the Committee and set conditions as it requires pending the final determination of the allegation, notice, charge or circumstances. Before imposing any suspension, the Committee Member must be given notice of the suspension.
- 6.12 **Removal of Committee Member:**
- (a) The Committee may, by Special Resolution, remove any Committee Member from the Committee before the expiry of their term of office if the Committee considers the Committee Member concerned:
 - (i) has seriously breached duties under this Constitution or the Act; or
 - (ii) is no longer a suitable person to be a Committee Member.
 - (b) The Committee Member who is the subject of the motion 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 Committee Member who is the subject of the motion must be given:
 - (i) notice that a Committee meeting is to be held to discuss the motion to remove the Committee Member; and
 - (ii) adequate time to prepare a response; and
 - (iii) the opportunity prior to the Committee meeting to make written submissions; and
 - (iv) the opportunity to be heard at the Committee meeting.
- 6.13 **Committee Member ceasing to hold office:** A person ceases to be a Committee Member if:
- (a) their term expires;
 - (b) the person resigns by delivering a signed notice of resignation to the Committee;
 - (c) the person is removed from office under this Constitution;
 - (d) the person becomes disqualified from being an officer under section 47(3) of the Act

- (e) the person dies.

7. Committee Meetings

- 7.1 **Calling meetings:** Committee meetings may be called at any time by the Chair, but generally the Committee meets monthly.
- 7.2 **Meeting procedure:** Except to the extent specified in the Act or this Constitution, the Committee may regulate its own procedure.
- 7.3 **Quorum:** The quorum for a committee meeting is 7 Committee Members. Any Committee Member may be counted for the purposes of a quorum, participate in any and vote on any proposed resolution at a committee meeting without being physically present. This may only occur at committee meetings by audio or audio-visual link or other electronic communication provided that all persons participating in the committee meeting can hear each other effectively and simultaneously.
- 7.4 **Chair:** The President will chair committee meetings. If the Chair is unavailable, a Vice President or another Committee Member must be appointed by the Committee to undertake the Chair's role during the period of unavailability.
- 7.5 **Voting:** Each Committee Member has one vote. Voting is by voices or on request of any Committee Member by a show of hands or by a ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted. If there is an equality of votes, the Chair has a casting vote.

8. Officers' Duties

An 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.

9. Patron

A person may be invited by the Committee to be a Patron to show their support for the Club and to help establish or maintain public credibility of the Club. A Patron is entitled to the privileges of the Club, to attend and speak at General Meetings but has no role in the management of the Club.

10. Visitors – Authorised Customers, Visitors and Guests

10.1 Authorised Customers

- (a) Any member of the Club can invite and accompany a guest/visitor(s) (Authorised Customer) to the club.
- (b) Any member introducing a guest/visitor(s) is responsible for the good conduct of that guest/visitor whilst on the club premises.
- (c) Any guest/visitor who wishes to be sold or supplied alcohol must first complete the appropriate *authorised customer* requirements
- (d) Any Guest/visitor(s) may only be sold or supplied alcohol for consumption on the premises while accompanied by a member of the club
- (e) Any Guest/visitor(s) will lose all rights or privileges to purchase or consume alcohol if they remain in the club if/when the sponsoring member vacates the club premises.

10.2 Authorised Visitors

- (a) Any affiliated member (Authorised Visitor) wishing to be sold or supplied alcohol for consumption on the premises must be able to produce valid proof of membership to an affiliated club/association to club staff at the point of service.
- (b) Any affiliated member introducing a guest/visitor(s) is responsible for the good conduct of that guest/visitor whilst on club premises. The guest/visitor will lose all rights or privileges to purchase or consume alcohol if they remain in the club if/when the sponsoring Authorised Visitor vacates the club premises

10.3 Any guest/visitor of a member of either the Mornington Golf Club Inc. or affiliated clubs, that wishes to be sold or supplied alcohol must first complete the appropriate authorised customer and/or authorised visitor requirements required by the club.

10.4 Authorised Customers, Authorised Visitors and their guests are bound by the rules of this club whilst they are on the club premises.

10.5 The Duty Manager shall have the power to refuse privileges for any intending guest/visitor or revoke privileges without any reason being supplied, this includes the

right of the Duty Manager to refuse entry to the club premises or removal of a guest/visitor from the club premises.

Definitions - for the purposes of this clause:

- i. “**club**” has the same meaning as defined for the time being in section 5 of the Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof.
- ii. “**member**”, “**authorised customer**” and “**authorised visitor**” have the same meanings given to them for the time being in section 60 Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof.
- iii. “**affiliated member**” means the same as “**authorised visitor**” and includes:

A member of any other club which is a member of Clubs New Zealand Incorporated through whom the Club has arrangements for reciprocal visiting rights for members, irrespective of whether the other club has an alcohol licence or a permanent charter or not; and

A member of any other club with which the club has an arrangement for reciprocal visiting rights for members, irrespective of whether the other club has an alcohol licence or a permanent charter or not.

11. **Finances**

- 11.1 **Control and management of finances:** The funds and property of the Club are controlled, invested and disposed of by the Committee, subject to this Constitution and devoted solely to the promotion of the purposes of the Club set out in clause 3.
- 11.2 **Balance date:** The Club’s balance date is 30 June or the date the Committee decides.
- 11.3 **Review of financial statements:** If required by law or by the Committee the Club’s financial statements must be reviewed each year and the reviewed financial statements must be submitted to the AGM. The reviewer will be appointed by the Committee.
- 11.4 **No personal benefit:** The Officers and Members may not receive any distributions of profit or income from the Club. This does not prevent Officers or Members:
 - (a) receiving reimbursement of actual and reasonable expenses incurred, or
 - (b) entering into any transactions with the Club for goods or services supplied to or from them, which are at arms’ length, relative to what would occur between unrelated parties,provided no Officer or Member is allowed to influence any such decision made by the Club in respect of payments or transactions between it and them, their direct family or any associated entity.

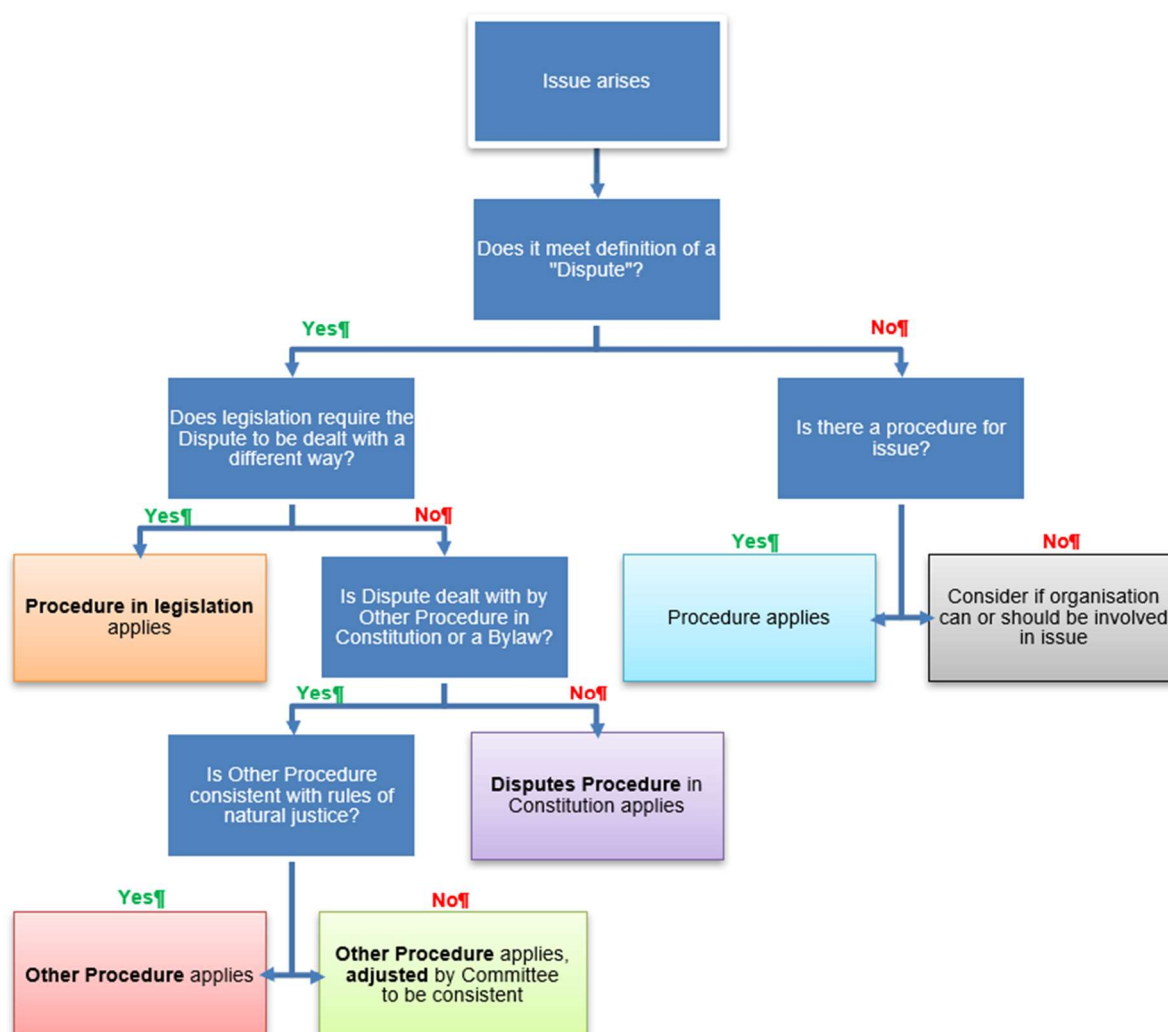
12. **Amendments**

- 12.1 **Amendments:** This Constitution may only be amended or replaced by Special Resolution of Members at a General Meeting.
- 12.2 **No amendment:** No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals.

13. Bylaws and Integrity

- 13.1 **Bylaws:** The Committee 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
- 13.2 **Definition:** In this clause 13.2 **Integrity Code** means an integrity code issued by the Integrity Sport and Recreation Commission under section 19 of the Integrity Sport and Recreation Act 2023.
- 13.3 **Integrity Code binding:** If Golf NZ adopts an Integrity Code, the Club is bound by it.
- 13.4 **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.

14. Dispute resolution



14.1 **Definitions:** In this clause 14:

- (a) **Dispute** means a disagreement or conflict between and among any one or more Members, any one or more Officers and the Club, that relates to an allegation that:
 - (i) a Member or an Officer has engaged in misconduct; or
 - (ii) a Member or an Officer has breached, or is likely to breach, a duty under this Constitution or 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 14.5 to 14.13;
- (c) a **Member** is a reference to a Member acting in their capacity as a Member;
- (d) an **Officer** is a reference to an Officer acting in their capacity as an Officer.

14.2 **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.

14.3 **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 Committee 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.

14.4 **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

14.5 **Raising a complaint:**

- (a) A Member or an Officer may start the Disputes Procedure (a **Complaint**) by giving written notice to the Committee 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.
- 14.6 **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.
- 14.7 **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.
- 14.8 **Complaint may be referred:** The Club may refer a Complaint to:
 - (a) a hearing body or person authorised, delegated or appointed by the Committee 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.
- 14.9 **Hearing Body:** The Committee 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 Committee to resolve, or assist to resolve, Complaints.
- 14.10 **Bias:** An individual may not be part of a Hearing Body in relation to a Complaint if two or more members of the Committee 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.
- 14.11 **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 Committee 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.

14.12 **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 Committee 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.

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

15. Liquidation and removal

15.1 **Notice:** The Committee 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.

15.2 **Special Resolution:** Any resolution for a motion set out in clauses 15.1(a) to (c) must be passed by a Special Resolution of Members. A simple majority is required (half the valid votes plus one). Should the resolution be passed then a second General meeting shall be called (no earlier than Thirty (30) days from the first meeting) to pass a second resolution confirming the earlier decision to liquidate the Club. If the resolution is passed (by simple majority) then the Members must appoint one or more Liquidators. Failure to call a second General Meeting, or in the event of the Resolution being lost at the second meeting, then the earlier resolution is lost.

- 15.3 **Surplus assets:** The surplus assets of the Club, after the payment of all costs, debts and liabilities, must be disposed of to any other not-for-profit entity that shares similar purposes to the Club.

16. **Matters not provided for**

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

Approved at AGM: 26 July 2025