

**Constitution and Rules of
The North Shore Golf Club (Incorporated)**

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Constitution and Rules
of
The North Shore Golf Club (Incorporated)

Part A – General

1 Name

1.1 The name of the Club is “**The North Shore Golf Club (Incorporated)**”.

2 Interpretation

2.1 In these Rules the following expressions have the following meanings unless the context otherwise requires:

“**Annual General Meeting**” means a meeting described in Rule 22.1;

“**Associated Person**” in relation to a Member means:

- a. Any relative of that Member
- b. Any company of which that Member or any relative of that Member is a shareholder or director
- c. Any trust of which that Member or any relative of that Member is a settlor, trustee or beneficiary
- d. Any partnership of which that Member or any relative of that Member is a partner.

“**Board**” means the board described in Rule 24;

“**By-laws**” means any by-laws made by the Board or the Golf Committee;

“**Club**” means The North Shore Golf Club (Incorporated);

“**Club Notice Board**” means a notice board or boards in the Clubhouse for the time being designated for the placement of any notices required or permitted by these Rules or authorised by the Board or by the General Manager;

“**Clubhouse**” means the clubhouse building situated on the Club’s property at Appleby Road, Albany, or such other building as the Board may designate for that purpose;

“**Financial Year**” has the meaning given to it in Rule 37.6;

“**General Manager**” means the general manager appointed by the Board.

“**General Meeting**” means an Annual General Meeting or a Special General Meeting;

“**Golf Committee**” means the golf committee described in Rule 25;

“**Members**” means the members for the time being of the Club and "Member" has a corresponding meaning;

“**Officers**” has the meaning given to it in Rule 23.1 and "Officer" has a corresponding meaning;

“**Relative**” has the meaning defined under section OB 1 of the Income Tax Act 1994, namely any person connected with the first-mentioned person by blood relationship, marriage or adoption, as defined in paragraphs (i) to (iii) of that definition.

“**Rules**” means the rules of the Club which are for the time being in force and "Rule" has a corresponding meaning;

“**Playing Year**” means a year commencing on the 1st of January, and ending on the following 31st of December, or such other annual period as the Board from time to time determines;

“**Register of Members**” means the register of members referred to in Rule 35.1;

“**Special General Meeting**” means a meeting described in Rule 22.2;

“**Term**” means the period commencing at the close of one Annual General Meeting and concluding at the close of the succeeding Annual General Meeting and “**Terms**” has a corresponding meaning.

“**Veteran**” means a Member who has attained Veteran status in terms of Rule 19.1;

“**Voting Members**” means all Full, Mid Week, Life and Nine-Hole Members and “**Voting Member**” has a corresponding meaning;

“**Weekdays**” means Monday to Friday (inclusive) and "**Weekday**" has a corresponding meaning.

2.2 Headings to these Rules are inserted for convenience only and do not affect the interpretation of these Rules.

3 **Registered Office**

3.1 The registered office of the Club is at such place in New Zealand that the Board from time to time determines.

4 **Objects**

4.1 The objects of the Club are:

- a. To provide facilities for the playing of the game of golf and any other sport or activity which may conveniently be carried on in conjunction.
- b. To encourage the growth and spread of the game of golf and any other sport or activity.
- c. To provide an organisation for the control of the game of golf or any other sport or activity.

- d. For the above purposes to provide for the Members any golf course, sports ground, clubhouse, or other property real and personal and to supply to the Members refreshments and other things incidental to the above objects.
- e. To join, affiliate, act in liaison or co-operate with, any other body, company, society, person or government department in the furtherance of any of the above objects.
- f. Generally to do all things that, in the opinion of the Board may be incidental or conducive to the attainment of the above objects and the maintaining of community interest among Members in all matters affecting the sport of golf.

5 Powers

5.1 The Club has the following powers:

- a. To purchase, take on lease or in exchange, hire and otherwise acquire any real or personal property, and any associated rights or privileges and to hold, improve, manage, develop, let or lease sell exchange or otherwise dispose of any property, rights or privileges.
- b. To construct, build, alter, improve, enlarge, pull down, remove or replace any buildings or other improvements in upon or about any property of the Club or over which it may have any lease, licence or right of occupancy.
- c. To employ or engage contractors, managers, house staff, groundsmen, cleaners, caretakers and other employees and from time to time to terminate any person's employment and to appoint another or others in their place.
- d. To borrow or raise money in any manner that the Club thinks fit and to secure repayment by the issue of debentures or by mortgage or charge upon the whole or any part of the property or assets of the Club (whether present or future) and to purchase redeem or pay off any securities.
- e. To invest and deal with moneys of the Club not immediately required, in a manner from time to time determined and, in particular, to invest the same on mortgage or other securities or in the purchase of real leasehold or personal property or by depositing the same with any bank at interest and to vary any investments from time to time.
- f. To make admission, green fee and other charges to the public attending or partaking in any of the functions or activities of the Club.
- g. From time to time to pay, transfer, disburse, or apply any money or property of the Club for any cause or purpose which in the opinion of the Board is consistent with the Club's objects.

Part B - Membership

6 Membership

6.1 Membership of the Club comprises the following classes:

- a. Full;
- b. Mid-Week;
- c. Life;
- d. Limited;
- e. Junior;
- f. Nine-Hole;
- g. Any other class or classes that the Board from time to time determines in addition to any of the above classes. The terms and conditions of any additional classes of membership are as determined by the Board. If the Board creates an additional class of membership during the course of a Financial Year, the subscription payable for that class of membership during that Financial Year will be as determined by the Board. In future Financial Years, the subscription must be set by the Club in General Meeting as provided in Rule 18.1.

6.2 Particulars of each of the classes of membership are set out in Rules 7 to 12. All classes of membership of the Club are subject to the playing priorities from time to time set by the Board pursuant to Rule 13.

7 Full Membership

7.1 This membership is open to men and women aged twenty (20) years and over and confers on them the full privileges of the Club. For the purpose of establishing playing priorities Full Members are classified in the following groups (and each group is deemed to constitute a separate class of Members for the purposes of Rule 13):

- a. Full men Members; and
- b. Full women Members.

8 Mid-Week Membership

8.1 This membership confers on men and women the right to play on any day except Saturdays and Sundays. These Members may however play on a specified Saturday or Sunday by the invitation of the General Manager.

9 Life Membership

9.1 On the recommendation of the Board, Life Members may be elected at General Meetings. A two-thirds majority of Members present and voting is necessary for election. Life Members may be elected in recognition of exceptional services rendered to the Club and/or to the game of golf. They are not required to pay any entrance fee or annual subscription. They have all the privileges of a Full Member.

10 **Limited Membership**

- 10.1 Any Full or Mid-Week Member may change his or her status to that of a Limited Member upon giving notice in accordance with these Rules. A Limited Member is entitled to play on the course, without payment of any green fees, on no more than five (5) days during any calendar year. The granting of Limited Membership to any Member does not carry any further right to play on the course. Except with the prior approval of the General Manager a Limited Member may not participate in any Club competition. A Limited Member may as of right change to a class of membership not having greater playing rights than those held by the Member immediately prior to becoming a Limited Member. Limited Membership does not confer on a Member the right to be affiliated to New Zealand Golf Incorporated.

11 **Junior Membership**

- 11.1 This class of membership is open to juniors of either sex who are under twenty (20) years of age. Junior Members are at all times subject to any restrictions that the Board may from time to time impose. A Junior Member wishing to continue as a Member after attaining the age of twenty (20) may not later than the 1st day of January following his or her twentieth birthday apply to change his or her status to that of any other class of membership for which he or she is eligible.

12 **Nine Hole Membership**

- 12.1 This membership confers on men and women the right to play nine holes at times designated by the Board or the General Manager. The terms and conditions of this class of membership are otherwise as from time to time determined by the Board.

13 **Playing Priorities**

- 13.1 Subject to the provisions of these Rules the playing priorities of the various classes of Members is as determined from time to time by the Board. Members of a class not enjoying priority on a particular day or at a particular time may play on that day or at that time only with the express permission of the General Manager on each occasion. The Board may at any time temporarily suspend or change the playing priorities of Members for the purpose of staging championships, tournaments or special events.

14 **Election of Members**

- 14.1 Every candidate for membership must be proposed by a Full Member of at least two (2) years' standing or by the General Manager and must be seconded by a Full Member of at least two (2) years' standing.
- 14.2 All applications for membership must be in writing. The application must be lodged with the General Manager.
- 14.3 The Golf Committee must as soon as reasonably practicable consider the application of the candidate. The candidate will be elected if approved by a majority of the Golf Committee and then ratified by the Board.

- 14.4 No elected candidate becomes a Member until the entrance fee (if any) and the annual subscription and dues are paid and, in default of payment within two (2) months of the date of election, the Board may revoke the election.
- 14.5 A candidate who is not elected is not entitled to reapply for membership until the expiration of six (6) months from the date of his or her previous application.

15 Change of Class of Membership

- 15.1 Subject to the provisions of this Rule (and of Rule 10) any Member may, by written application to the General Manager made not later than the 30th day of November in any year, change his or her membership to that of any other class of membership (having lesser playing rights) for which he or she is eligible, and the change takes effect on the 1st day of January following the application. Any Member may at any time make application to have his or her status changed to a class of membership having greater playing rights and the Board may in its absolute discretion approve, decline or defer the application.

16 Resignation of Members

- 16.1 A Member may resign from the Club by giving written notice to the General Manager not later than the 30th day of November in any year. Unless the notification is received by that date the Member will be liable to pay the next year's subscription and dues together with any other charges which may have accrued due to the Club. However, the Board is entitled, at its discretion, to waive or reduce the amount otherwise payable by a person who fails to give notice of resignation by the date referred to above.

17 Expulsion of Members

- 17.1 If any Member infringes these Rules or any By-laws or is guilty of any unsportsmanlike conduct or any act detrimental to the interests of the Club, the Board may:
- a. suspend the Member for any period not exceeding twelve (12) calendar months, during which period the Member is not entitled to any of the privileges of the Club; or
 - b. call upon the Member to resign and if the Member, after being so called upon, refuses or neglects to forward a written resignation within seven (7) days the Board may expel the Member, who then immediately ceases to be a Member.
- 17.2 Prior to exercising the above powers of suspension or expulsion the Board must give the Member concerned particulars of the allegations against him or her and a reasonable opportunity of personally presenting before the Board his or her response or explanation.
- 17.3 The Board must not expel a Member unless at least two-thirds of the Board members present at the relevant Board meeting support that action.

Part C - Subscriptions

18 Subscriptions and Dues

18.1 Except as otherwise provided in these Rules, the annual subscriptions for the various classes of Members are the amounts from time to time fixed at an Annual General Meeting or Special General Meeting in each case for which due notice is given of the proposed subscriptions.

18.2

- a. A graduated scale of subscriptions based on age may be set for Junior Members. Lower subscription rates may also be set for Junior or Full Members aged less than 30 years at the commencement of a Playing Year who are attending on a full-time basis a secondary or tertiary educational institution.
- b. A graduated scale of subscriptions based on age may be set for Full Members who are aged less than 40 years at the commencement of a Playing Year.

18.3 Subscriptions are due and payable on the 1st day of January in each year or such other day as the Board from time to time fixes. The Board is entitled to permit payment of subscriptions by two or more instalments payable on dates that the Board from time to time determines. Where payment of subscriptions by instalments is permitted the Board is entitled to allow a rebate for early payment of the entire annual subscription.

18.4 If a Member's subscription or any instalment of it remains unpaid for a period of one month after its due date, then not less than seven days after notice of the default is given by the General Manager to the Member, the Board may cancel that person's membership but may at the Board's discretion reinstate that person's Membership on payment of all arrears.

18.5 Every Member who is affiliated to New Zealand Golf Incorporated by virtue of his or her membership must pay his or her dues to New Zealand Golf Incorporated and to the North Harbour Golf Association and the same are payable together with or as part of the annual subscription.

18.6 In addition to the annual subscriptions the Club may impose on Members:

- a. special levies for any particular purpose or purposes; and
- b. a charge for each round of golf played on the Club's course.

Such levies or charges may be imposed on all Members or on certain classes of Members and may be imposed at differential rates between classes of Members.

The amounts of such levies or charges will be as from time to time fixed at an Annual General Meeting or Special General Meeting in each case for which due notice is given of the proposed levies or charges.

19 Veteran Status

19.1 Any Member who has attained the age of sixty-five (65) years and has been a Full Member for a total period of not less than 25 years is eligible for Veteran status. Up to a maximum of five years as a full playing (or equivalent) member of another Golf Club affiliated to New Zealand Golf Incorporated may be taken into account as part of the qualifying period of 25

years. In the case of a woman who was an associate or mid-week Member of the Club prior to or during 1984 the total period of the associate or mid-week membership must be taken into account in calculating the qualifying period of 25 years.

- 19.2 A Veteran is entitled to a discount of one-half of the normal subscription payable in respect of the particular class of his or her membership but where the total amount of all Veterans' subscription discounts for a year would exceed 5% of the budgeted total subscription revenue for that year, net of all levies and GST, ("Maximum Discount Sum") the discounts available to each Veteran will be reduced proportionately by such amounts as are necessary to confine the total amount of Veterans subscription discounts to the Maximum Discount Sum.

20 **Entrance Fees**

- 20.1 Unless the Club otherwise decides by resolution at a General Meeting, the Board has power to fix the entrance fees payable by Members on joining the Club and also has power to dispense with the payment of entrance fees, in whole or in part, if it considers this to be appropriate.

21 **Green Fees**

- 21.1 Playing visitors must pay the green fees that the Board from time to time sets. The Board has power to regulate play by visitors in such manner as the Board sees fit.

Part D – Meetings

22 **General Meetings**

22.1 **Annual General Meetings:**

- a. Annual General Meetings must be held in December in each year, on a date to be fixed by the Board.
- b. The General Manager must send a notice of the meeting to all Voting Members at least ten (10) days prior to the date of the meeting and must also exhibit the notice on the Club Notice Board for at least ten (10) days prior to the date of the meeting.
- c. Any Member who wishes to bring a motion at an Annual General Meeting must give written notice of the motion to the General Manager not later than the last day of October immediately preceding the Annual General Meeting. The General Manager must upon receipt of a notice of motion exhibit it on the Club Notice Board.
- d. The business of the Annual General Meeting is as follows:
 - i. Announcement of election results and (where necessary) completion of elections.
 - ii. Consideration and adoption or otherwise of the reports of the Board and the Golf Committee.
 - iii. Consideration and adoption or otherwise of the balance sheet and statement of accounts for the past Financial Year.

- iv. Setting of the annual subscriptions and any other dues.
- v. Appointment of an Auditor.
- vi. Any special business specified by the Board in the notice convening the meeting.
- vii. Consideration of any motion notified in accordance with paragraph (c) of this Rule.
- viii. General business.

- 22.2 **Special General Meetings:** A Special General Meeting may be convened by the Board at any time and must be convened at the request in writing of not less than thirty (30) Voting Members. The request must state fully the nature of the business to be considered at the meeting. The General Manager must call the Special General Meeting by exhibiting on the Club Notice Board for at least seven (7) days before the day appointed for the meeting, a notice of the meeting signed by the General Manager or bearing the General Manager's name, specifying when and where the meeting is to be held and the business to be considered at the meeting. The General Manager must also cause a notice of the meeting (specifying the time and place where it is to be held but not the business to be considered) to be advertised once in an Auckland daily newspaper at least seven (7) days before the day appointed for the meeting.
- 22.3 **Voting at General Meetings:** Unless expressly provided to the contrary in these Rules voting is decided by a show of hands of Voting Members but any five (5) Voting Members present may demand a ballot. The chairperson has a casting vote as well as a deliberative vote.
- 22.4 **Quorum:** A quorum at all General Meetings comprises twenty (20) Voting Members personally present.
- 22.5 The President must chair all General Meetings at which he or she is present. If the President is not present, Members at the meeting must elect a chairperson.
- 22.6 Where at an Annual General Meeting the election of a new President is announced, or effected, the outgoing President must nevertheless continue to chair the meeting.

Part DA – Postal Voting

- 22.1A When the Board promotes or supports a proposed motion, the Board may instead of having the matter determined at a General Meeting, direct that it be determined by postal vote. In that event, the following provisions apply:
- a The General Manager must send to each Voting Member by post a voting paper setting out the motion and also directions for voting, including a date by which the completed voting paper must be returned ('Closing Date'). The Closing Date must be not less than three weeks after the date on which the voting paper is forwarded.
 - b Any accidental omission on the part of the General Manager to forward a voting paper to any Voting Member does not invalidate the vote.

- c Any Voting Member who satisfies the General Manager that he or she has not received or has lost or spoiled his or her voting paper is entitled to receive a substitute voting paper.
 - d Each voting paper must be placed in an envelope and must be returned to the office of the General Manager no later than 5pm on the Closing Date.
 - e A voting paper is informal in either of the following cases:
 - i If the name of the voter does not appear signed and written legibly on the outside of the envelope containing the voting paper.
 - ii If the envelope containing the voting paper is not received by the General Manager by the time specified in paragraph d above.
 - f The Board must appoint as scrutineers no fewer than three Members.
 - g After the Closing Date the voting papers must be opened by the scrutineers. The scrutineers must determine the formality of voting papers in terms of these Rules. The scrutineers must then count the votes for and against the motion and notify the General Manager of the outcome.
- 22.2A A motion which is passed by way of postal vote in accordance with the provisions of Rule 22.1A takes effect in all respects as if the motion constituted a resolution passed at a General Meeting.

Part E – Officers, Board and Golf Committee

23 Officers

- 23.1 The Officers of the Club are the President and the Treasurer.

24 Board

- 24.1 The Board comprises the President, the Treasurer and three Ordinary Members. The Ordinary Members must comprise at least one male and at least one female.
- 24.2 Only a Full Member is eligible to be an Officer, or an Ordinary Member of the Board.
- 24.3 Nominations for the President, Treasurer and Ordinary Members must be called for by the General Manager by posting a notice on the Club Notice Board at least seven (7) weeks before the Annual General Meeting, inviting nominations.
- 24.4 Every nomination must be in writing signed by a proposer and seconder (each of whom must be a Voting Member) and by the nominee.
- 24.5 All nominations must be received by the General Manager not less than one month before the Annual General Meeting.

- 24.6 The President, Treasurer and Ordinary Members of the Board are elected by postal ballot or otherwise in accordance with Rule 26.
- 24.7 All Voting Members are entitled to vote for the President, Treasurer and Ordinary Members of the Board.
- 24.8 At every Annual General Meeting, an election must be held to fill at least one vacancy in the Ordinary Members of the Board. The vacancy is determined as follows:
- a. any vacancy in Ordinary Members which has not been filled by the Board pursuant to Rule 27.3 or by the Club in Special General Meeting pursuant to Rule 31.1;
 - b. any vacancy arising from the retirement of any person appointed by the Board pursuant to Rule 27.3 or by the Club in Special General Meeting pursuant to Rule 31.1;
 - c. retirement of a current Ordinary Board member if no vacancy has arisen pursuant to paragraphs (a) and (b) of this Rule.
- 24.9 Where no vacancy occurs pursuant to paragraphs (a) and (b) of Rule 24.8, the Ordinary Member to retire is the Ordinary Member who has been longest in office since his or her last election. Where there are more than one Ordinary Members longest in office whose length of time in office since their last election is the same, the Ordinary Member to retire must be determined by lot unless the Ordinary Members concerned otherwise agree.

25 Golf Committee

- 25.1 The Golf Committee comprises a Men's Club Captain, a Women's Club Captain, two Men's Vice Captains and two Women's Vice Captains. The Men's Club Captain and Men's Vice Captains must be male and the Women's Club Captain and Women's Vice Captains must be female. The Club Professional is entitled to attend meetings of the Golf Committee by invitation but is not entitled to vote.
- 25.2 Only a Full Member is eligible to be a member of the Golf Committee.
- 25.3 Nominations for Men's Club Captain, Women's Club Captain, the two Men's Vice Captains and the two Women's Vice Captains must be called for by the General Manager once in each year by posting a notice on the Club Notice Board at least seven (7) weeks before the Annual General Meeting, inviting nominations.
- 25.4 Every nomination must be in writing signed by a proposer and seconder (each of whom must be a Voting Member) and by the nominee.
- 25.5 All nominations must be received by the General Manager not less than one month before the Annual General Meeting.
- 25.6 The Men's Club Captain, Women's Club Captain, two Men's Vice Captains and two Women's Vice Captains are elected by postal ballot or otherwise in accordance with Rule 26.
- 25.7 Only male Voting Members are entitled to vote for the Men's Club Captain and the Men's Vice Captains.
- 25.8 Only female Voting Members are entitled to vote for the Women's Club Captain and Women's Vice Captains.

26 Elections

- 26.1 At any annual election a Member may be a candidate for election for any office referred to in Rules 23, 24 or 25 for which he or she is eligible.
- 26.2 If a Member is a candidate for more than one office then the election is decided in the following order:
- a. President
 - b. Treasurer
 - c. Ordinary Members of the Board
 - d. Men's Club Captain
 - e. Men's Vice Captains
 - f. Women's Club Captain
 - g. Women's Vice Captains.
- 26.3 If a Member is successful in any election then that Member is ineligible for any election decided later in the order set out in Rule 26.2.
- 26.4 If the number of candidates nominated for any office is not more than the number of vacancies the chairperson of the Annual General Meeting must declare those nominated to be elected and must call for nominations for any remaining vacancies. If in the latter case nominations exceed the vacancies a ballot must be held at the meeting. Eligibility to stand for any remaining vacancies and eligibility to vote in any ballot is determined in accordance with the provisions of Rules 24 and 25.
- 26.5 If the number of candidates for an office is more than the number of vacancies a postal ballot must be held in the following manner:
- a. The General Manager must within fourteen (14) days after the date on which nominations close send to each Voting Member by post a voting paper containing in alphabetical order of surnames a list of all the duly nominated candidates for each office and also directions for voting. Any Voting Member who satisfies the General Manager that he or she has not received or has lost or spoiled his or her voting paper is entitled to receive a substitute voting paper. Each voting paper must be placed in an envelope and must be returned to the office of the General Manager no later than 5 pm on the date preceding the Annual General Meeting at which time the ballot closes. The voting paper must be in form from time to time prescribed by the Board.
 - b. A voting paper is informal in any of the following cases:
 - i. If the name of the voter does not appear signed and written legibly on the outside of the envelope containing the voting paper.
 - ii. If the number of candidates whose names have not been struck out is greater than the number of vacancies to be filled.
 - iii. If the envelope containing the voting paper is not received by the General Manager before the closing of the ballot.

- 26.6 The Board must appoint as scrutineers no fewer than three Members who are not candidates in any election.
- 26.7 Between the time fixed for the closing of the ballot and the commencement of the Annual General Meeting the envelopes containing the voting papers must be opened by the General Manager and a scrutineer or by any two scrutineers. The scrutineers must determine the formality of voting papers in terms of these Rules. The scrutineers must then count the votes recorded for each candidate.
- 26.8 If the highest polling candidates in an election each receive an equal number of votes, the person elected must be determined by lot.
- 26.9 Any accidental omission on the part of the General Manager to forward a voting paper to any Voting Member does not invalidate the election.
- 26.10
- a. The period of office of the President and the Treasurer is the Term which commences at the close of the Annual General Meeting at which that Officer's election is announced or takes place.

The period of office of each Ordinary Member of the Board is (subject to the provisions of Rule 24.8) three consecutive Terms commencing at the close of the Annual General Meeting at which that Board member's election is announced or takes place.
 - b. Subject to the provisions of these Rules at the expiration of any period of office a Member is eligible for re-election to that office.

27 **Board Meetings and Procedures**

- 27.1 The Board must meet at least ten (10) times each year for the despatch of business. The Board may adjourn and otherwise regulate its meetings as its members think fit. Questions arising at any meeting must be decided by a majority of votes except as otherwise provided in these Rules.
- 27.2 Meetings of the Board must be conducted in accordance with the following procedures:
- a. **Chair:** The President will chair all meetings at which he or she is present. If the President is not present the members of the Board must elect another Board member to chair the meeting. That person must continue to chair the meeting notwithstanding that the President may subsequently arrive. The Chairman has a casting as well as a deliberative vote.
 - b. **Quorum:** Any three (3) Board members personally present form a quorum of the Board.
 - c. **Resolutions:** The Board must keep minutes of the proceedings of its meetings and any resolution of the Board properly authenticated by the signature of the Chairperson at the same or subsequent meeting constitutes a valid resolution of the Board.
- 27.3 Where any casual vacancy occurs in the office of President or Treasurer or any Ordinary Member, the Board may appoint any eligible Member to fill the vacancy. Any person so appointed must retire at the following Annual General Meeting.

28 Powers of the Board

- 28.1 The management and control of the affairs of the Club are vested in the Board which may exercise all the powers and do all the acts matters and things which may be exercised and done by the Club and which are not expressly directed or required to be exercised or done by the Club in general meeting. Without limiting the extent of the general powers or any other powers conferred by these Rules, the Board has power:
- a. To appoint any Member a member of a Committee (other than the Golf Committee) for any purpose it may deem necessary.
 - b. To regulate and control the Clubhouse, grounds and course and to make By-laws for those purposes.
 - c. To purchase or acquire for the Club any real or personal property or any rights or privileges at the price and generally upon the terms and conditions it thinks fit and to give and execute any mortgages deeds instruments and things as it may consider necessary or advisable.
 - d. To purchase, acquire, construct, alter and maintain the buildings, fences, equipment, machinery and other works as it may consider necessary or advisable for the purposes of the Club.
 - e. To lease or sell any real property belonging to the Club which may not be required for the purposes of the Club but no real property may be sold unless the Club first resolves to do so in a general meeting.
 - f. To enter into any negotiations, contracts and agreements in the name of and on behalf of the Club as the Board may consider necessary, advisable or expedient for the purposes of the Club.
 - g. To provide a Common Seal for the Club, which must remain in the custody of the General Manager, and to make and execute any instruments it considers necessary, advisable or expedient. The Seal must not be affixed to any instrument except pursuant to a resolution of the Board. The affixing of the Seal must be attested by two (2) Members of the Board, or one (1) member of the Board and the General Manager.
 - h. To invest the funds of the Club in any securities and in any manner it thinks fit.
 - i. To close the list of Members or any class of Members for such time and subject to such conditions as it may consider expedient.
 - j. To remit or rebate any part of or make any other adjustments to the entrance fee or subscription payable by any Member as it may consider advisable or expedient.
 - k. To appoint a Patron for a period and on terms that the Board may determine.
- 28.2 The Board must appoint a General Manager who is the principal executive of the Club and exercises the powers and functions and performs the duties from time to time given or specified by the Board.
- 28.3 The Board may appoint, remove or replace other staff as the Board from time to time determines. The Board may from time to time appoint, remove or replace committees (other than the Golf Committee) and/or persons to control or deal with any part or aspect of the

Club's undertaking and may invest those committees and/or persons with the powers that the Board deems expedient and may generally delegate any of its functions to any committee or person. The Board may delegate to the General Manager all or any of the powers of appointment removal or replacement contained in this Rule.

- 28.4 Without derogating from the Board's general power to delegate, the Board has control of and is responsible for the income and expenditure of the Club and the investment of the Club's funds.

29 **Golf Committee Meetings and Procedures**

- 29.1 The Golf Committee must meet at least ten (10) times each year for the despatch of business. The Golf Committee may adjourn and otherwise regulate its meetings as its members think fit. Questions arising at any meeting are decided by a majority of votes except as otherwise provided in these Rules.

- 29.2 Meetings of the Golf Committee must be conducted in accordance with the following procedures:

a. **Chair:**

- i. The members of the Golf Committee must at their first meeting following an Annual General Meeting appoint a person to chair Golf Committee Meetings ("Chairperson").
- ii. If the Chairperson is not present at a meeting the members of the Golf Committee must appoint another Golf Committee member to chair the meeting. That person must continue to chair the meeting notwithstanding that the Chairperson may subsequently arrive.
- iii. The person chairing the meeting has a casting as well as a deliberative vote.
- iv. The members of the Golf Committee may at any time appoint a new Chairperson.
- v. The Chairperson must be a member of the Golf Committee.

- b. **Quorum:** Any four (4) members personally present form a quorum of the Golf Committee.

- c. The Golf Committee must keep minutes of the proceedings of its meetings and any resolution of the Golf Committee properly authenticated by the signature of the chairperson at the same or a subsequent meeting constitutes a valid resolution of the Golf Committee.

- 29.3 Where any casual vacancy occurs in the office of the Men's Club Captain, a Men's Vice Captain, the Women's Club Captain or a Women's Vice Captain, the Golf Committee may appoint any eligible Member to fill the vacancy. Any person so appointed must retire at the following Annual General Meeting.

30 Powers and Functions of the Golf Committee

- 30.1 The management and control of the golf affairs of the Club reside with the Golf Committee which has the following powers, functions, and responsibilities:
- a. To regulate and control all matters relating to the playing of the game of Golf at the Club and to make By-laws for those purposes.
 - b. To accept and review nominations for all classes of membership and recommend new members for ratification by the Board.
 - c. To recommend to the Board the closure of the list of Members or any class of Members for such time and subject to such conditions as it, in conjunction with the Board, may consider expedient.
 - d. To ensure the arrangement and conduct of games and matches and to make By-laws for such purposes.
 - e. To co-opt or appoint persons as it sees fit to organise and administer any aspects of men's and women's Golf within the Club or elsewhere.
 - f. To ensure the conduct of all Members in relation to the playing of Golf is in keeping with the Rules of the Club and those of the game of Golf.
- 30.2 The Golf Committee must liaise with the General Manager who may exercise those powers and functions and perform those duties that are from time to time given, specified or requested by the Golf Committee.

31 Removal of Officers

- 31.1 The Club may at a Special General Meeting remove any Officer or Ordinary Member of the Board or member of the Golf Committee and if desired appoint another Member in place of the Officer, Ordinary Member of the Board or Golf Committee member so removed. A person so appointed must retire at the following Annual General Meeting.

32 Auditor

- 32.1 An Auditor must be appointed at each Annual General Meeting and will receive the remuneration that the Board determines.

Part F - Miscellaneous

33 By-Laws

- 33.1 The Board has power to make, amend and revoke By-laws relating to any aspect of the Club and its affairs but no By-law may conflict with these Rules. The Golf Committee also has power to make By-laws to the extent set out in Rule 30.

34 **Rules and By-Laws**

34.1 All Members are bound by and must observe these Rules and all By-laws.

35 **Notices**

35.1 Every Member must inform the General Manager of his or her address and of any change. Members' addresses will be inserted in the Register of Members

35.2 Any notice required to be given by the Club under these Rules may be given either personally, by e-mail, or by sending it by post to the Member's address recorded in the Register of Members. Where notice is sent by post, service of the notice is deemed to be effected by properly addressing pre-paying and posting a letter containing the notice and service is deemed to occur at the expiration of twenty-four (24) hours after the letter containing the same is posted.

35.3 If a Member has no address in New Zealand or is known to be overseas it is not necessary for any notice under these Rules to be given to that Member.

35.4 The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any Member does not invalidate the proceedings at any meeting.

36 **Interpretation of the Rules**

36.1 Should any matter or question arise which has not been provided for in these Rules or should any dispute or question occur as to their interpretation, the Board may consider the same and the Board's determination on the matter, question or interpretation is final and binding on all Members.

37 **Financial Issues**

37.1 **Application of Funds:** All funds and assets of the Club must be applied towards furthering the objects of the Club.

37.2 **No Private Pecuniary Profit:** No private pecuniary profit may be made by any person from the Club, except that:

- a. a person may receive full reimbursement for all expenses properly incurred by that person in connection with the affairs of the Club;
- b. the Club may remunerate any Member or employee of the Club (whether an Officer or Ordinary Member of the Board or not) in return for services actually rendered to the Club. Any remuneration must be reasonable and proper and must be at no greater than current commercial rates.

37.3 **Recipients not to Influence Benefits:** No Member may participate in or materially influence any decision made by the Club in respect of the payment to or on behalf of that Member or an Associated Person of that Member of any income, benefit or advantage.

37.4 **Conflict of Interests:** Any Officer or any Ordinary Member of the Board who is or may be in any other capacity whatever interested or concerned directly or indirectly in any property or

undertaking in which the Club is or may be in any way concerned or involved, must disclose the nature and extent of their interest to the Board, and must not take any part whatever in any deliberations of the Board concerning the matter, other than to provide a quorum.

37.5 **Club/Member Transactions:** No commercial transaction including loans or rental may be entered into by the Club with any Member or Associated Person of a Member, unless having regard to the terms and conditions of the loan or agreement, payment by the Club by way of interest, rent or otherwise does not exceed current commercial rates and receipts by the Club by way of interest or rent are at not less than current commercial rates.

37.6 **Financial Year:** The Financial Year of the Club unless otherwise determined by the Board commences on the 1st day of October in each year and ends on the 30th day of September in the following year.

38 **Disposal of Assets on Winding Up**

38.1 If upon the winding up of the Club, or upon its dissolution by the Registrar of Incorporated Societies, there remains (after satisfaction of all its liabilities) any property whatsoever, the same must not be paid to or distributed amongst the Members of the Club or any of them, but must be given or transferred to some other institution, institutions, club or clubs having objects similar to the objects of the Club; or to some fund or funds, cause or causes the purposes of which are likely to further the objects for which the Club is constituted. The recipients must be determined by a majority of Voting Members present in person at a General Meeting to be held according to these Rules at or before the winding up, or the dissolution, and in default of that meeting being held prior to the winding up or dissolution, to such recipients as the High Court of New Zealand may direct.

39 **Amendment of Rules**

39.1 No new Rule, alteration to or revocation of a Rule may be made unless sanctioned by two-thirds of the Voting Members present at a General Meeting, (thirty such members at least voting on the occasion) in respect of which the proposed Rule or alteration or revocation was exhibited on the Club Notice Board for fourteen (14) days immediately preceding the day of the meeting. No amendment (which alters the substance of the proposal) may be entertained unless notice thereof is given to the General Manager in writing not later than the day prior to the meeting.

39.2 No addition to or alteration of the Financial Issues provisions or the Disposal of Assets on Winding Up provisions in these Rules may be made without the approval of the Inland Revenue Department.

Part G Transitional

40 **Transitional Provisions**

40.1 These Rules replace the constitution and rules of the Club which were in force immediately prior to these Rules coming into force ("Previous Rules") and subject to Rule 40.2 the Previous Rules are hereby revoked.

40.2 The Previous Rules included the following classes of membership:

- Introductory
- Temporary
- Honorary
- Corporate
- Non Playing.

These Rules do not provide for the continuation of any of the above classes of membership. Despite this, the above classes of membership continue (with the respective rights and privileges conferred by the Previous Constitution) up to and inclusive of 31 December 2009 but then cease.