

**CONSTITUTION  
OF  
TEMUKA GOLF CLUB INCORPORATED.**

## Temuka Golf Club Constitution

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## Constitution

### 1. Definitions and Interpretation

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**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?

**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.

**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.

**President or General Manager** means the person in the highest-ranking management position in the Club.

**General Meeting** means a management 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.

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

**Interested** has the meaning given in section 62 of the Act. States that an officer (**A**) is **interested** in a matter if A:

- may obtain a financial benefit from the matter; or
- is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, sibling, nephew, niece, uncle, aunt, or first cousin of a person who may obtain a financial benefit from the matter; or
- may have a financial interest in a person to whom the matter relates; or
- is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom the matter relates; or
- is interested in the matter because the society's constitution so provides.  
However, A is not interested in a matter:
- merely because A receives an indemnity, insurance cover, remuneration, or other benefits authorized under the Inc Soc Act; or
- if A's interest is the same or substantially the same as the benefit or interest of all or most other members of the society due to the membership of those members; or
- if A's interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence A in carrying out A's responsibilities under the Inc Soc Act or the society's constitution; or
- if A's interest is of a kind that is specified in the society's constitution.

**Matter** has the meaning given in section 62(4) of the Act., states that **matter** means a society's performance of its activities or exercise of its powers; or an arrangement, an agreement, or a contract (a transaction) made or entered into, or proposed to be entered into, by the society.

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

**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 South Canterbury [Guidance: **working day** under the Legislation Act means a day of a week other than:

- a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, TeRā Aro ki a Matariki/Matariki Observance Day, and Labour Day;
- a day in the period commencing with 25 December in a year and ending with 2 January in the following year;
- if 1 January falls on a Friday, the following Monday; or
- if 1 January falls on a Saturday or a Sunday, the following Monday and Tuesday;
- if Waitangi Day or Anzac Day falls on a Saturday or a Sunday, the following Monday.

**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 recognized 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.
- (g) 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:
  - (h) a member if delivered by hand to the Member or sent to the address set out in their Contact Details;
  - (i) the Club if sent to [temukagolf@outlook.co.nz](mailto:temukagolf@outlook.co.nz) or by post to the Club's registered office set out on the Register of Incorporated Societies.

**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

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**2.1 Name:** The name of the society is **TEMUKA GOLF CLUB INCORPORATED**

**2.2 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.

The Secretary is appointed by the management committee and the President and Vice President are appointed by election at the yearly AGM; these are the contact persons .

## 3. Purpose and Powers

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**3.1 Purpose:** The purposes of the Club are to: be a member of Aorangi Golf District Association and Golf NZ;

- a) promote, develop, foster and administer golf, mainly as an amateur sport for the well-being, benefit and recreation of the general public in New Zealand/Aotearoa.
- b) 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 having regard to the requirements and needs of Members;
- c) lead, promote and enable Diversity, Equity and Inclusion across the whole Club including governance of the Club and participation in golf;
- d) promote, develop and co-ordinate golf competitions;
- e) protect the integrity of golf and the Club by developing and enforcing standards of conduct, ethical behaviors and implementing good governance;
- f) support the development of Members, including the relevant training, education and development of the Members, including officials, coaches, team managers and volunteers.

g) **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. They may purchase ,lease, hire or otherwise acquire ,may exchange ,and may sell , lease or otherwise dispose of property ,rights or privileges to further carry out its objects as may seem appropriate, provided however that the Club shall not , in any club year ,spend more than 25% of the clubs gross annual income (as stated in the previous year's annual accounts ) , on any one item ,without first having that expenditure approved by a General Meeting of the club. There shall be no need to any such approval if the purchase is being in part funded by a specific grant or donation from an outside source and the amount being contributed from the club's annual income is less than the 25% of the club's gross annual income (as stated in the previous year's annual accounts).

## 4. Members

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**4.1 Application:** An application to become a member must be on the relevant application form or by email with all relevant contact details and any other information that may be required by the committee. All applications are decided by a delegated person or 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. Every person who wishes to become and/or remain a Playing Member must consent to, remain a member **of the Aorangi Golf District Association 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 an Application to the Club, by application form or email unless otherwise specified in this Constitution, and their application is accepted by the Management Committee or a delegated person/committee.

**(a) Full member:** is any person aged 19 or over who is already a full member or is subsequently admitted to full membership, and who has not ceased to be a member under any other rule.

**(b) 9-Hole Member :** is any person aged 19 or over who is already a nine hole member or is subsequently admitted to nine hole membership and who has not ceased to be a member under any other rule .A nine hole member is only permitted to play nine holes of golf on any one day on any course, except on those days that the executive has specified that nine hole members may play an additional nine holes in order to take part in a club event.

**(c) Non-Club Day Member:** A non-club day member is a member who is not permitted to take part in any club competitions, nor play on the course during any club event, and who has not ceased to be a member under any other rule.

**(d) Summer/Winter Member:** a summer/winter member is any person aged 19 or over who is already a summer/winter member or is subsequently admitted to summer/winter membership and who has not ceased to be a member under any other rule. A summer /winter member is permitted to play only during the summer period (when daylight saving time applies) or only during the winter period (which is the period that daylight saving does not apply) whichever period is nominated by the applicant at the time of application.

**(e) Secondary Member:** A secondary member is any person aged 19 or over who is a member of another golf club, who applies for membership as a secondary member.

**(f) Social Member:** Social membership allows entry to the clubhouse and club functions without signing in, no playing rights are applicable.

**(g) Twilight Member:** Twilight membership allows entry to the clubhouse without signing in and the right to play on Twilight nights only.

**(h) Life Member:** A life member is a person honoured for meritorious services to the club and awarded by the executive and introduced as a life member at the AGM. 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 President setting out the grounds for the nomination.

The Sub Committee which consists of Patron, President, Vice President, Men and Ladies Club Captains must then determine whether the nomination should be forwarded to a Management Meeting for determination by the Members of the management committee. Life Members have such rights and benefits as determined by the Committee.

The minimum criteria for nomination will include 7 to 10 years on the management committee with 4 to 6 years in executive positions. These include but are not limited to Presidents, Club Captains, Course Managers. There should also be a history of other voluntary help for the club and or in involvement in significant club projects. A life member shall have all rights and privileges of a full member and shall be subject to all duties of a full member except for the paying of the general (or non-playing) membership subscription, (for the purposes of clarification the Life member shall continue to pay the playing rights for their nominated member class but will not pay levies for the regional and national levies)

**(i) Honoured Member:** An honoured member is a person honoured for meritorious Services to the Club and awarded by the Executive and introduced as an Honoured at the next AGM. An Honoured member is a member honoured for considerable Voluntary service to the club, this can be in administration e.g. on sub committees, coaching, working bees, course maintenance, assisting event organization, bar, fundraising, but is not limited to these activities. The service would be over an extended period of time.

Honoured members will be recognized on the Honours Board.

**(j) Honorary Member:** An honorary member is a person honoured for services to the club. Or in an associated field, elected as an honorary member by resolution of a General Meeting passed by two thirds majority of those present and voting, a honorary member has no membership rights, privileges or duties.

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

- (i) 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 Aorangi District Association and Golf NZ; and
- (ii) they are entitled to all rights and entitlements granted by this Constitution or as determined by the Committee; and
- (iii) 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 Aorangi Golf District Association and Golf NZ, and payment of any membership or other fees within the required time period; and
- (iv) if they fail to comply with sub-clause 4.3(iii), the Committee may terminate their membership, but the Member continues to be bound by this Constitution; and
- (v) they do not have any rights of ownership of, or the automatic right to use, the Club's property, and
- (vi) they will promote the interests and purposes of the Club and must not do anything to bring the Club into disrepute.
- (vii) shall advise the secretary of any change of address, email or phone number.

**4.4 Suspension of Member:** If a member is, or may be, in breach under clause 4.4, 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.

**4.5 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.

**4.6 Ceasing to be Member:** A Member ceases to be a member:

- (a) on death;
- (b) on giving notice to the Committee of their resignation;

- (c) if their membership is terminated under clause 4.4 which to avoid doubt includes termination if a member is required to be but ceases to be a member of Aorangi Golf District Association 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.
- 4.7 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.
- 4.8 Membership Fees:** The Committee will decide any membership and other fees payable by Members and the due date for those fees. The Committee may determine different levels of membership fees and other fees for different types of Members.
- 4.9 Members Register:** The Committee will keep an up-to-date Member register, which includes each Member's name, Contact Details and Date of joining. 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. All players registered with NZ golf are recorded on the dot golf system and will be updated annually by Dec 1<sup>st</sup> each year, all other members are recorded in Xero accounting software, or similar accounting software.

## 5 General Meetings

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- 5.1 AGM:** An AGM must be held once a year at the time, date and place as the Committee decides, but not more than 6 months after the balance date of the Club.
- 5.2 Notice of AGM:** The Members must be given at least 14 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 website and/or by e-mail and/or other methods approved by the Committee.
- 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) auditor's report to members on the financial statements reviewed by a qualified auditor or the review report of the financial statements notice of any disclosures of conflicts of interest made by officers including a brief summary of the matters, or types of matters, to which the disclosures relate.
    - (iv) minutes of previous AGM meeting.
  - (c) the election of the President, Secretary, Treasurer and other Committee Members;
  - (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 written notice of any proposed motions and other items of business to the Club at least 14 working days before the notification of the date of the AGM is sent to members.

- 5.5 Notice of Agenda:** Notice of the agenda containing the business to be discussed at the AGM must be made available to all persons entitled to attend the AGM at least 7 days before the date of the AGM, by email or by viewing notification at clubhouse, all notice of motions must be notified in agenda. No additional items of business can be voted on other than those set out in the agenda, but the Members present may agree (by Special Resolution or unanimously) to discuss any other items.
- 5.6 Calling of SGM:** SGM may be called by the executive or by written requisition to the secretary signed by not less than twenty (20) financial members with voting rights. Any written requisition shall give notice of any motion proposed to be put at the SGM and brief reasons for that motion.
- 5.7 Notice of SGM:** Members must be given at least 14 days' notice of the SGM, by email or notification displayed at the clubhouse 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 elected by members and be assembled at the time and place appointed for the meeting, participating by audio link, audio-visual link or other electronic communication or by a combination of those methods.
- 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 five (5) of the Members who are entitled to vote, including Members present by casting votes by electronic means ([or by proxy) The quorum must always be present during the Management meeting
- 5.10 No quorum at AGM:** If a quorum (20) twenty 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, 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 of twenty (20) is not met within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.
- 5.12 Control of General Meeting:** 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. If members have searching questions of the committee a person who is not a committee member may be in a better position to ensure good control of the meeting. If the chair of the meeting is standing for re-election, another person should chair that part of the 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 mmeeting 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:** Members and any other persons invited by the Committee are eligible to attend and speak at General Meetings. Other persons may be e.g. auditor/reviewer, Patrons etc. All Members have a right to attend an AGM.
- 5.15 Voting:** The voting rights and entitlement for Members to exercise on any motion at any meeting in person (or by proxy) is financial members with full 18 hole and full 9 hole playing rights , financial members with restricted 18 hole and 9-hole

winter/summer playing rights and restricted non club day playing rights , financial junior members who are 18 years old, Life Members and honoured members are all entitled to vote . For the avoidance of doubt, it is recorded that financial secondary, general members ,juniors under 18, social members and twilight members are not entitled to vote.

- 5.16 Voting by electronic means:** Voting by electronic means is permitted.
- 5.17 Voting by proxy:** Proxy voting is permitted. The Chair of the General Meeting must receive notice of the proxy signed by the Member prior to the start of the meeting on the prescribed form.
- 5.18 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 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 or majority of Members or as otherwise required under this Constitution.
- 5.19 Minutes:** Minutes must be kept of all Meeting including AGMs. SGM and management meetings.
- 5.20 Resolution:** An Ordinary Resolution of Members at a management Meeting is sufficient to pass a resolution, except as specified in the Act or this Constitution.
- 5.21 Resolution passed in lieu of meeting:** A resolution in writing signed or consented to by email or other electronic means by a [percentage that is 75 or higher (75% is required under the Inc Soc Act) the majority of Members entitled to vote is valid as if it had been passed at a General Meeting provided the requirements under sections 89 to 92 of the Act are complied with. Any resolution may consist of several documents in the same form each signed by one or more Members. Section 90, Inc Soc Act requires that the proposed resolution under section 89:
- is dated with the date on which the proposed resolution is first sent to a person entitled to vote for the purpose of approval (the circulation date); and
  - is sent to an address for each person who is entitled to vote; and
  - as far as is reasonably practicable, is sent on the circulation date; and
  - states that the proposed resolution lapses if it is not passed within 3 months (or any shorter period provided in the constitution) after the circulation date.

Section 91, Inc Soc Act provides that an accidental omission to send a proposed resolution or statement under Section 90 to a person entitled to vote does not invalidate a resolution passed under Section 89. Section 92, Inc Soc Act provides the society must send a copy of the resolution to all those entitled to vote who did not approve the resolution and on whose behalf the resolution was not approved within 5 working days after a resolution is passed.

## **6 Committee**

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- 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. The Committee does not have the power to borrow or sell/acquire assets or grant security without the consent of the members.
- 6.2 Composition:** The Committee consists of the President, the Secretary, the Treasurer, Vice President, Men's Club Captain, Women's Club Captains and their deputy's, a Course Convenor, 9-hole representative, Past President (1 year after serving ), and 4 other persons elected at the AGM.  
If all these roles have not been filled elected members, may ensure all functions are preformed and allow the committee to assign people to positions/tasks.

- 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 all Meetings and any 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 14 days prior to AGM meeting .
  - (b) Nominations are made on the form decided by the Committee, listing all officer nominees and such information as may be required by the secretary by or on behalf of each nominee in support of the nomination and must be received by the date set by the Committee, being at least 5 days before the AGM;
  - (c) The committee must give notice of the nominations to all members at and are displayed on the information Board at Club house for all members to view.
  - (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) 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.
- 6.7 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 or under section 36B of the Charities Act 2005. Section 47 of the Inc. Soc. Act sets out disqualifying factors e.g. under 16 years old, an undischarged bankrupt, a person who is prohibited from being a director under other legislation, a person who is disqualified from being an officer of a charity etc.
- 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, or independent contractor to, the Club. A person who is not a financial member or a social member.
  - (b) A person who is disqualified from being elected or holding office as a Committee Member under section 47 of Act or under section 36B of the Charities Act 2005.
  - (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 two years, expiring at the end of the relevant AGM. A Committee Member may be re-elected to the Committee for 6 consecutive terms of office or in different roles. 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 until the expiry of the term of the person they replace; or
  - (b) 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
  - (c) 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 6.12 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:
    - (a) has seriously breached duties under this Constitution or the Act; or
    - (b) 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; or
  - (b) the person resigns by delivering a signed notice of resignation to the Committee; or
  - (c) the person is removed from office under this Constitution; or
  - (d) the person becomes disqualified from being an officer under section 47(3) of the Act; or
  - (e) the person dies.
- 6.14 Subcommittees:**
- (a) In exercise of its powers, the Committee may appoint subcommittees.

- (b) The Committee may determine, in writing, conditions for the operation of a subcommittee including the duration of its appointments and its powers.
- (c) Any determination in relation to operational conditions shall have effect until rescinded by the Committee and is not to be affected by reason only of a change in the composition of the Committee or the subcommittee.
- (d) Sub Committees have no power to delegate the powers delegated to it by the committee.

## 7.0 Committee Meetings

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- 7.1 **Calling meetings:** Committee meetings may be called at any time by the Chair or by quorum of Committee Members, but generally the Committee meets monthly and members are notified by email a minimum of 7 days out .
- 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 5 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 President is unavailable, 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 permitted. If there is an equality of votes the Chair has the casting vote.
- 7.6 **Resolution in writing:** A resolution in writing signed or consented to by email or other electronic means by a majority of Committee Members is valid as if it had been passed at a committee meeting. Any resolution may consist of several documents in the same form each signed by one or more Committee Members.

## 8 Officers' Duties

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An officer :

- (a) when exercising powers or performing duties as an Officer, must act in good faith and with a duty of care 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 a duty of 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) 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 Interests

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- 9.1 Register of interests:** The Committee must keep a register of interest disclosures made by Officers.
- 9.2 Duty to disclose interest:** An Officer 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 Committee, as soon as practicable after the officer becomes aware that they are interested in the Matter and include it in the register of interests.
- 9.3 Consequences of being Interested:** A Committee Member who is Interested in a Matter:
- (i) must not vote or take part in a decision of the Committee relating to the Matter, unless all non-interested Committee Members consent;
  - (ii) must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Committee Members consent;
  - (iii) must not take part in any Committee discussion relating to the Matter or be present at the time of the Committee decision, unless all non-interested Committee Members consent;
  - (iv) may be counted for the purpose of determining whether there is a quorum at any meeting at which the matter is considered.
- 9.4 Calling of SGM:** Despite clause 5.6, if 50% or more Committee Members are Interested in a Matter, an SGM must be called to consider and determine the Matter.
- 9.5 Notice of Failure to Comply:** The Committee 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.

## 10 Patrons

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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 attend and speak at General Meetings but has no right to vote, unless they are a playing financial member with voting rights.

## 11 General Manager

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- 11.1 Role of General Manager:** The Committee may engage a General Manager. The General Manager is under the direction of the Committee 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 Committee.

- 11.2 Committee involvement:** The General Manager may attend Committee Meetings if or when required by the Committee but has no voting rights.

## **12 Finances**

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- 12.1 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.
- 12.2 Balance date:** The Club's balance date is 31st August or as the Committee decides.
- 12.3 Review of financial statements:** the Club's financial statements will be reviewed each year and the reviewed financial statements will be submitted to the AGM. The Reviewer will be appointed by the Committee. The financial statements must be signed by two members of the committee and be submitted for registration to appropriate groups once approved by members at the AGM.
- 12.4 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:
- (i) receiving reimbursement of actual and reasonable expenses incurred, or
  - (ii) 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.

## **13 Indemnity and Insurance**

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- 13.1 Indemnity:** The Club indemnifies its current and former Officers, Members and employees as permitted by section 96 of the Act.
- 13.2 Indemnity for Officers:** The Association 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:
- (i) 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.

## **14 Amendments**

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- 14.1 Amendments:** This Constitution may only be amended or replaced by Special Resolution of Members at a General Meeting. If the amendment would have no more than a minor effect or is to correct errors or makes similar technical alterations then the club can instead follow the process that allows you to do this set out in section 31, Inc Soc Act. The process is for the committee to ensure that written notice of the amendment is sent to every member. The notice must state the text of the amendment and the right of the member to object to the amendment. If no objection from a member is received within 20 working days after the date on which the notice is sent, the committee may make the amendment. However, if an objection is received, the society may not make the amendment under section 31.
- 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.

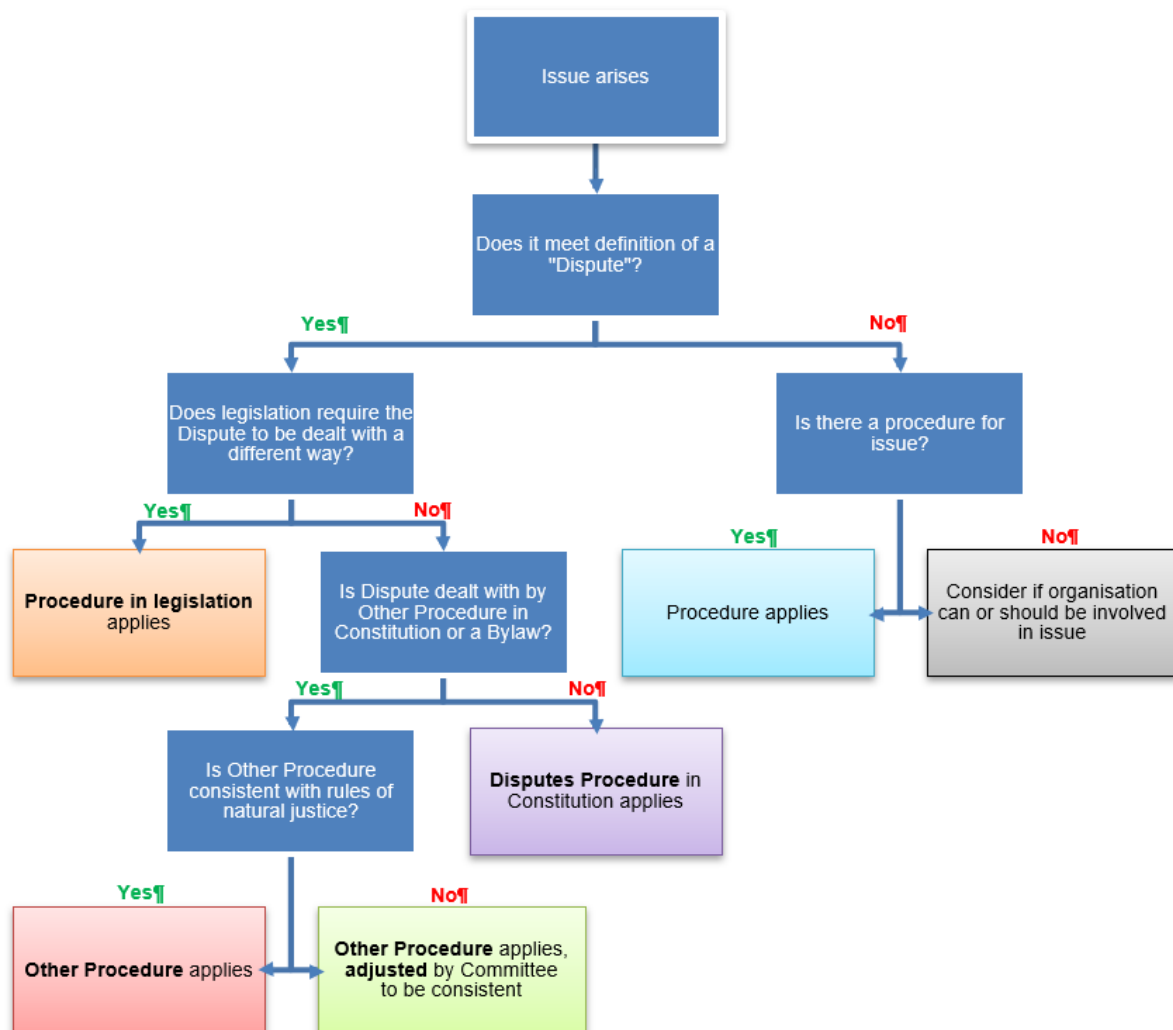
## 15 Bylaws and Integrity

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- 15.1 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.
- 15.2 Definition:** In this clause **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

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**16.1 Definitions:** In this clause 0:

**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.

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:** 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. 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 Management 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.

**16.6 Investigating and determining Disputes:** Unless otherwise provided, the Club must as soon as be 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 Committee to hear and resolve Disputes,
  - (b) a subcommittee or an external person to investigate and report; or
  - (c) type of consensual dispute resolution with the consent of all parties to the Complaint.
- 16.9 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.
- 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 Committee or of the Hearing Body consider there are reasonable grounds to believe that the individual may not be impartial, or 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 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
    - (i) 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 is received.
- 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 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.
- 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.

## 16 Liquidation and removal

### 16.2

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

- (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.: (Section 228 requires the committee send written notice of the resolution to every member at least 20 working days before the general meeting at which the resolution is to be submitted.) 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 post or electronic means (in all cases, if the society's constitution allows); and
- for a resolution under section 216(1)(c) (disposing surplus assets), a statement confirming that the committee has had regard to the society's purposes.

**17.2 Special Resolution:** Any resolution for a motion set out in clauses 5.21 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 for such charitable or sporting purposes in Temuka or its surrounding districts, the recipients must be not for profit charitable or sporting groups. This decision:

- (a) may be decided by the club and recorded in the resolution to wind up
- (b) as may be decided by the court, but no distribution shall be made to any member.

## 18 Matters not provided for

**18.1** 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.

## 19 Transition

**19.1 Transition:** This clause applies to facilitate transition of the Club from the previous [rules/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 Committee during transition period:** Subject to the Act, the Committee may amend any requirement for and/or the date by which this Constitution requires anything to be done. This clause applies for 6 months from date of lodgement 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.