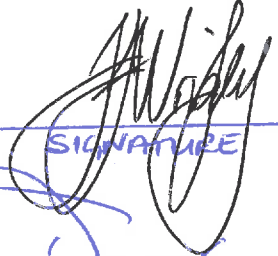




NAPIER GOLF CLUB INCORPORATED

Constitution and Rules of Napier Golf Club Incorporated

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THIS IS A COMPLETE COPY OF THE RULES AND CHANGES APPROVED AT THE ANNUAL GENERAL MEETING ON 12th DECEMBER 2019

TIMOTHY F. WRIGLEY	
MEMBER NAME	SIGNATURE
Martin Dooly	
MEMBER NAME	SIGNATURE
MARY MOORE	
MEMBER NAME	SIGNATURE

1.00 NAME

The name of the Club shall be “Napier Golf Club Incorporated”

2.00 INTERPRETATION

2.01 Financial Member means:

2.01.1 a member of the Club who has paid the annual subscription and levies in the manner fixed by the Board under Rules 15 and 16;

2.01.2 the golf professional contracted to the Club.

2.02 Financial Year means the year commencing on the 1st day of October in any one year and ending on the 30th day of September in the following year.

2.03 Month means a calendar month.

2.04 Subscription Year:

(a) means 1 November 2013 to 30 September 2014;

(b) from 1 October 2014 has the same meaning as “Financial Year”

2.05 Summer Season is deemed to be the time between the first of November in any one year and the day before Opening Day of the next year. Except that the Board, may extend this season if deemed appropriate.

2.06 The Act means the Incorporated Societies Act 1908 and its amendments and any statutory provisions for the time being in force in modification of or substitution of the same.

2.07 The Board means the Board of Management of the Club.

2.08 The Club means Napier Golf Club Incorporated.

2.09 The Office means the Registered Office for the time being of the Club.

2.10 The Register means the Register of Members.

2.11 The Rules mean these rules or any other rules of the Club for the time being in force.

2.12 Words importing:

2.12.1 the singular number include the plural and vice versa;

2.12.2 persons include corporations.

3.00 OBJECTS

3.01 To provide a high standard of facilities for the playing of the game of golf and any of the sport or activity which when specifically authorised by the Board of Management may be carried on in conjunction therewith.

3.02 To encourage the growth of the game of golf and any other sport or activity as aforesaid.

3.03 To provide an organisation and executive to efficiently control and manage the aforesaid facilities and amenities.

3.04 To provide social and entertainment facilities of a high standard for the benefit of the Club members and their guests.

4.00 REGISTERED OFFICE

4.01 The Registered Office of the Club shall be at the Club House, R.D. 3, Napier or any other place nominated by the Board of Management.

5.00 BOARD OF MANAGEMENT

5.01 The Management of the Club shall be directed by a Board of Management which shall consist of:

- (a) The President, who shall be the Chief Officer of the Club;
- (b) The Vice President;
- (c) The Men's Captain;
- (d) The Women's Captain;
- (e) Four members.

5.02 All officers of the Board must be full playing members.

5.03 All these officers shall be called "Board Members".

6.00 ELECTION OF OFFICERS

6.01 The Board Members shall be elected as follows:

6.02 The President and Vice President shall be elected at each Annual General Meeting by a resolution of members of the Club entitled to vote. The Men's Captain, Vice Captain, and Golf committee shall be elected at each Annual General Meeting by a resolution of the male members of the Club. The Women's Captain, Vice Captain and Golf Committee shall be elected at each Annual General Meeting by a resolution of the female members of the Club.

6.03 Two of the four Board Members shall be elected at each Annual General Meeting by a resolution of the members of the Club, except for the first election where four such members shall be elected. The members whose office comes up for election being those two ordinary Board Members who have retired or who have been longest in office since their last election but as between persons who have become Board Members on the same day shall (unless they agree otherwise between themselves) be determined by lot.

6.04 A retiring Board Member shall hold office until the dissolution or adjournment of the meeting at which his/her successor is appointed.

6.05 The President and Vice President, Club Captains and Vice Captains and any Board Member whose office comes up for election shall be eligible for re-election without requirement for nomination.

- 6.06 Except as provided in Rule 6.07, no person other than a retiring Board Member shall be eligible for election to the Board at any General Meeting unless at least 21 clear days prior to the meeting there has been given to the Board a nomination in writing bearing the signature of the proposer and seconder (being playing members of the Club) and also signed by that person indicating his/her willingness to be elected to the office stated in the nomination. A person may be nominated for more than one office under the Board but may not be elected to more than one such office. Precedence is - President, Vice President, Club Captain, Board Member, Vice Captain, Golf Committee. On receipt of any nomination the Board shall forthwith post it in the Club House.
- 6.07 If a retiring Board Member seeks re-election and there has not been any other nomination for the office held by that member he/she shall be deemed elected. If a retiring Board Member does not seek re-election and there has been only one nomination to the office held by the member such nominee shall be deemed elected. In every other case the office shall be filled by ordinary resolution of the meeting members as provided by Rule 23.
- 6.08 If the number of candidates exceeds the number of vacancies a ballot shall be held. The Board shall forward, together with the Notice of the Annual General Meeting, voting papers to Members entitled to vote, who shall vote for any number up to the exact number of candidates required to fill the vacancies. Votes shall be exercised by voting paper which will be posted or delivered to the Board so as to be received no later than 5.00 pm on the day appointed for the Annual General Meeting.
- 6.09 Scrutineers shall be appointed by the Board and they shall count the votes and report the result of their count to the Chairperson of the Annual General Meeting, who shall declare the result at such meeting.
- 6.10 In the event of a tie in the voting the Chairperson shall resolve it by lot at the Annual General Meeting.
- 6.11 The Board shall have power at any time, and from time to time, to appoint any person to be a Board Member to fill a casual vacancy in any office of the Board. Any Member so appointed shall hold office only until the dissolution or adjournment of the next following Annual General Meeting and, if he or she is an ordinary Member he or she shall not be taken into account in determining the Board Members who are to retire by rotation at that meeting, but shall be eligible for re-election at the meeting.
- 6.12 The Club may at any Annual or Special General Meeting, of which notice has been given in accordance with Rules 20.01 and 21.01 as the case shall require, remove any Board Member before the expiration of his/her period in office notwithstanding anything in the Rules.
- 6.13 The Club shall appoint another person in place of a Board Member removed from office under the last proceeding rule, and without prejudice to the powers of the Board under Rule 10, the Club at any Special or Annual General Meeting may appoint any person to be a Board Member to fill a casual vacancy. A person appointed in place of a Board Member so removed or to fill such a vacancy, shall be subject to retirement at the same time as if

he/she had become a Board Member on the day on which the Board Member in whose place he/she is appointed was last elected a Board Member.

6.14 There shall be a maximum number of six members eligible for election to each Golf Committee at the Annual General Meeting. Each Club Captain shall act as a Chairperson of their respective committees which will include their respective Vice Captains. A quorum of five is required at all Golf Committee meetings. The Chairperson at any meeting, in addition to his/her own vote as a committee member shall have a casting vote. Each Golf Committee will have power at any time to appoint any person to fill a vacancy, on their respective Golf Committee. In the event that no nomination or insufficient nominations are received for any position on the respective Golf Committee, the Chairperson may accept nominations at the meeting called to elect persons to such positions.

6.15 At any Annual General Meeting of the Club a Patron may be elected.

7.00 POWERS AND DUTIES OF THE BOARD OF MANAGEMENT

7.01 The Board shall be responsible and have authority for all aspects of financial management, course management and development, business and general affairs of the Club which include the following:

- (a) To plan and coordinate a long-term policy for the diligent use of the Club's finances and resources.
- (b) To formulate a long-term policy for the management, beautification and improvement of the course including the maintenance and replacement of machinery.
- (c) To formulate a long-term policy to ensure full membership of the Club. The Board may exercise all such powers and do all such acts and things as the Club is by its Rules of Constitution or otherwise authorised to exercise and do and which are not hereby or by statute directed or required to be exercised or done by the Club in General Meeting.
- (d) To invest and control the funds and property of the Club.
- (e) To borrow and raise money for the day to day operation of the Club and to secure the payment thereof in such manner as may be determined.

7.02 Without prejudice to the general powers conferred by the last proceeding clause and the other powers conferred by these presents it is hereby expressly declared that the Board shall have the following powers, that is to say:

- (a) To buy or sell any real or personal property or any rights or privileges at such price and upon such terms and conditions as it thinks fit and to give and execute such mortgages, deeds, instruments and securities as are considered necessary. No commitment for the sale or purchase of land may be made without approval of a resolution passed at a General Meeting of members.

- (b) To purchase, acquire, construct, alter or maintain such buildings, fences, machinery and other works as required by the Club.
- (c) To appoint, renew or suspend staff, determine conditions of service, remuneration and terms of contract entered with employees, catering staff and Club Professional.
- (d) The Board may delegate any of its powers to Committees consisting of such member/s and any officer of the Club and any other persons whether members of the Club or not as the Board thinks fit. Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board. No Committee shall commit the Board to any expenditure without the prior consent of the Board. It is expressly provided all reports of each meeting of a Committee appointed pursuant to this clause shall be placed before the next meeting of the Board immediately succeeding that of the Committee.
- (e) To lease or accept leases, enter into all negotiations, contracts and agreements in the name of and on behalf of the Club, as necessary for its efficient operation.
- (f) The Board may make by-laws for the regulation and maintenance of the Club House, the grounds, the course and any other properties of the Club and for the arrangement and control of games and matches.
- (g) To close the list of members, or any category thereof, at and for such time or times and subject to such conditions as the Board may deem necessary to regulate the number of members of any category.
- (h) Any officer of the Board or member of any Committee having a financial interest in any matter under discussion must before a vote is taken declare such financial interest. The Chairperson shall then decide whether he/she may vote or not and the Chairperson's ruling shall be final. Failure to declare an interest may render the member liable to expulsion from the Board or Committee.

7.03 Any income, benefit or advantage shall be applied to further the objectives of the Club. No member of the Club or any person associated with a member shall participate in or materially influence any decision made by the Club in respect of the payment to or on behalf that member or associated person of any income, benefit or advantage whatsoever. Any such income shall be reasonable and relative to that which would be paid in an arms length transaction (being open market value). The provisions and effect of this clause shall not be removed from the Rules and shall be included and implied in any replacement Rules.

8.00 MEETINGS OF THE BOARD

8.01 The Board shall meet at such times and at such places as it shall determine and failing agreement shall meet monthly in the Clubhouse. Notice of any meeting of the Board shall be given to all Board Members.

- 8.02 The quorum for any meeting of the Board shall be four.
- 8.03 The President shall act as Chairperson and reside over each meeting of the Board but if the President is not present at any such meeting the Vice President shall act as Chairperson. If neither President nor Vice President are present, a Board Member elected by the Board Members at that meeting shall act in their stead. The Chairperson at any meeting, in addition to his/her own vote as a Board Member shall have a casting vote.
- 8.04 Should the membership of the Board reduce below the quorum the continuing Board Members may act notwithstanding such for the purpose of filling such vacancies in accordance with Rule 6.12 or summoning a General Meeting of the Club, but for no other purpose.
- 9.00 MANAGER**
- 9.01 There may be a Manager who shall be appointed by the Board at such remuneration and on such terms and conditions as it shall think fit. The Manager may be the chief executive officer and Secretary of the Club and be responsible for the implementation of the Board policies and procedures.
- 10.00 REMOVAL FROM OFFICE**
- 10.01 Any member of the Board shall be removed from office upon the unanimous resolution of the remaining members of the Board:
- (a) If he/she is convicted of an offence punishable by imprisonment.
 - (b) If he/she be declared a mentally ill person or and incapable person within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992.
 - (c) If he/she is absent from meetings of the Board for a continuous period of three calendar months without leave of absence from the Board.
- 11.00 RESIGNATION OF OFFICERS**
- 11.01 Any member of the Board shall vacate office:
- (a) If by notice in writing to the Club he/ she resigns his/her office.
 - (b) A Member who shall resign pursuant to this rule shall not thereby be disqualified from being at any time thereafter re-elected.
 - (c) Every office bearer of the Club shall ipso facto vacate his/her office on ceasing to be a member of the Club or the category of member qualified to be elected to that office or on being suspended for any period from the membership to the Club or being adjudicated a Bankrupt.
- 12.00 MEMBERSHIP**
- 12.01 The Club shall consist of a number of persons, being not less than 50 in total comprising members of the categories approved by the Board.

12.02 The Board shall have power to add, delete or amend any categories of membership deemed necessary for the benefit of the Club.

12.03 The conditions of each membership category shall be displayed at the Club House and detailed on the Club website.

13.00 ELECTION OF MEMBERS

13.01 Every candidate for membership shall complete a written application which shall be proposed by a Financial Member and seconded by any other Financial Member.

13.02 A candidate proposed for membership cannot be submitted to the Board for approval until:

13.02.1 the appropriate subscription and entrance fee (if any) has been paid;

13.02.2 the written application for membership has been posted in the Club House for 14 days prior to ballot by the Board.

13.03 Candidates shall be elected by ballot of the Board, and such candidate election shall be approved if there is a 75% majority in favour.

13.04 No rejected candidate shall be again proposed until after the expiry of six months from the date of rejection.

13.05 The number of playing members shall be determined from time to time by the Board. When the Club has reached the full playing strength so determined, further applicants for playing membership, if approved, shall be placed on a waiting list. The order of priority of transfer from the waiting list to playing membership shall also be determined from time to time by the Board.

14.00 ENTRANCE FEES

14.01 The entrance fee for each category of membership shall be fixed by the Board from time to time.

14.02 The Board shall have power to remit or refund the whole, or any portion of an entrance fee where in its opinion it is desirable to do so.

15.00 ANNUAL SUBSCRIPTIONS

15.01 The annual subscription in respect of each category of membership shall be:

(a) due and payable to the Club on commencement of the Subscription Year;

(b) invoiced on commencement of the Subscription Year at the rate fixed for the prior Subscription Year.

15.02 The annual subscription in respect of each category of membership may be subsequently increased by resolution at the Annual General Meeting.

15.03 Playing members will at the discretion of the Board, have the option of paying their annual subscription in full or by consecutive monthly instalments. The number of monthly instalments shall not exceed 5 for any summer category or 10 for any full year category subject to the following conditions:

- (a) Where payment by instalments is allowed those members electing to pay in full will be allowed a rebate on their subscription as determined each year by the Board provided that such payment in full is received within 30 days of commencement of the Subscription Year.
- (b) Those members electing to pay by consecutive monthly instalments shall pay the first instalment within 30 days of commencement of the Subscription Year.
- (c) Depending on the member category the first monthly instalment shall include:
 - (i) no less than 1/5th for any summer category or 1/10th for any full year category of the annual subscription;
 - (ii) the total of all levies, insurances, locker, trundle/cart fees.
- (d) Any default in payment of a monthly instalment shall entitle the Board to require immediate payment of the balance annual subscription.

15.04 A member who:

- (a) has not paid their annual subscription or 1st monthly instalment:
 - (i) by 31 December 2013 for the Subscription Year ending 30 September 2014;
 - (ii) for each subsequent Subscription Year within 30 days of commencement of that Subscription Year;
- (b) defaults in payment of any other monthly instalment;

shall not be entitled to exercise any rights of membership unless such member justifies the delay to the satisfaction of the Board and the Board may in such case fix a date for payment of that members subscription.

15.05 A member who defaults in payment of any subscription shall, unless the Board decides otherwise cease to be a member of the Club.

15.06 Each member shall upon payment of the annual subscription or the 1st instalment of the annual subscription in respect of the Subscription Year be deemed to be covered under any Accident Insurance and/or Public Risk Insurance and Personal Effects Insurance (if any) taken out at the discretion of the Board, and in addition thereto shall on application to the Board be entitled to the use of a locker, and trundle/cart space, if available at a charge to be fixed by the Board.

16.00 ANNUAL LEVIES

- 16.01 Club Levies for specific purposes such as: course development or upgrade; replacement or upgrade of plant; maintenance, purchase or upgrade of specific facilities for the Club; upgrade of the Club House; shall be set at the Annual General Meeting, or at any other time by way of Special General Meeting.
- 16.02 Games Fees shall be set at the Annual General Meeting, or at any other time by way of Special General Meeting.
- 16.03 Each male member shall pay annually in addition to his subscription an amount to cover annual levies made by the N.Z. Golf Association and the H.B. District Golf Association and each woman member shall pay annually, in addition to her subscription, the amount of the annual levies made by the Women's Golf New Zealand and H.B.P.B. Women's Golf District Association.

17.00 RESIGNATION AND CHANGE OF MEMBERSHIP CATEGORY

- 17.01 Subject to 17.02 any member wishing to withdraw from the Club or any member wishing to change their membership category, shall notify the same in writing to the Board:
- (a) not later than 31 October 2013 for the Subscription Year ending 30 September 2014;
 - (b) for each subsequent Subscription Year not later than the day before the commencement of the next Subscription Year;

and in default of so doing shall be liable for subscription for the Subscription Year.

- 17.02 If the members at an Annual General Meeting in the Subscription Year, increase the subscription for a membership category, any member subject to that subscription increase may, by giving notice in writing to the Board before the end of December:
- (a) withdraw from the Club; or
 - (b) change their membership category;

and (excluding levies and insurances) shall be entitled to receive a refund of all (in the case of a withdrawal) or a proportion (in the case of a change of membership category) of the subscription money received on behalf of the member for that Subscription Year on a pro rata basis.

18.00 EXPULSION

- 18.01 Should any member wilfully infringe these rules or any Club by-law or be guilty of any unbecoming conduct or act in a manner detrimental to the interest of the Club, the Board shall have the power to:
- (a) Suspend such member for a period not exceeding 12 calendar months during which period the member shall not take part in any of the Club's activities.
 - (b) Call upon such member to resign membership and should a written resignation not be received within 7 days of the Board's decision then the membership shall be cancelled forthwith.

(c) Seek restitution for any damage done to the Club's property or assets.

(d) Any of the above jointly.

18.02 Prior to exercising any of the aforesaid powers the Board shall give the offending member a reasonable opportunity to appear before the Board to give an explanation and to answer questions.

18.03 The exercise of any power under this clause shall:

18.03.1 be made by ballot of the full Board;

18.03.2 not entitle any Board member to abstain from the ballot;

18.03.3 be approved if there is a 75% majority in favour.

19.00 COMPETITIONS

19.01 No member shall compete in any Club Competition if his or her subscription is overdue in terms of Rule 15. The penalty for any breach of this Rule is disqualification. The acceptance of an entrance fee for a competition by an officer or employee of the Club shall not allow any member to avoid this penalty.

20.00 ANNUAL GENERAL MEETINGS

20.01 The Annual General Meeting of the Club shall be held not later than the month of December in each year on a date to be fixed by the Board, for the purpose of electing Officers and Board members in place of those retiring, and of transacting such other business as shall have been specified in the notice convening the meeting, which notice shall be sent by the Board by post or email to each member at least seven days prior to the date fixed for the holding thereof. Such notice will include a copy of the Financial Statement, with a report upon the affairs of the Club. At such meeting the report of the Board and the Balance Sheet and Statement of Accounts for the past year shall be submitted for adoption. Any member wishing to bring any motion before the Annual General Meeting must give notice in writing to the Board not later than 20 October.

21.00 SPECIAL GENERAL MEETINGS

21.01 A Special General Meeting shall be deemed to have been duly convened if an advertisement, signed by the Board calling the meeting and setting forth the nature of the proposed business, be inserted twice in a newspaper circulating in Napier at least 7 days prior to the date of the meeting, and such notice also be posted in the Club House; or if a notice calling the meeting and setting forth the nature of the business be posted or emailed to each member at least 7 days prior to the date of the meeting.

21.02 A Special General Meeting may be called by the direction of the Board or by written request of not less than 30 members entitled to vote, such request to state the nature of the proposed business. The Board shall convene a Special General Meeting of the Club to consider same, such meeting to be held within 18 days from the date of receiving such request.

22.00 CHAIRPERSON OF GENERAL MEETINGS

22.01 The President shall be the Chairperson of all General Meetings of the Club. In the President's absence the Vice President shall act as Chairperson. In the absence of both President and Vice President, a Board Member present at the General Meeting can be elected by Board Members at the meeting to be the Chairperson.

23.00 VOTING AT GENERAL MEETINGS

23.01 Life Members and Playing Members who pay full levies to the Provincial and National Golf Associations are entitled to vote at meetings.

23.02 Except where otherwise provided the Chairperson shall decide upon a show of hands in the first place, but any five members, present in person may, on such decision being given, demand a ballot. Decisions at any General Meeting except as provided for under Rule 32 shall be by a simple majority.

23.03 Scrutineers to be appointed at such meetings if required.

23.04 Voting may be by proxy as follows:

(a) Proxies appointed must be members of the Club.

(b) No person can appoint a proxy unless such person has a vote.

(c) The instrument appointing a proxy must be in the hands of the Board no less than 48 hours before the commencement of the meeting.

23.05 The Chairperson at any General Meeting in addition to his/her own vote as a member shall have a casting vote.

23.06 No member shall be entitled to vote at any General Meeting of the Club either by Proxy or in person if his or her subscription is overdue.

24.00 QUORUM AT GENERAL MEETINGS

24.01 At any General Meeting of the Club there shall be no less than 30 members entitled to vote and present in person, in order to form a quorum.

25.00 DISPUTES AND COMPLAINTS

25.01 Any dispute between the Club, its Officers or employees and its members shall be referred to the Board for determination. Any determination of the Board in respect of any dispute shall, at the request of any party to that dispute, be referred by the Board to arbitration in accordance with the Arbitration Act 1996. Any such reference to arbitration shall be a reference to a single disinterested arbitrator as agreed between the parties in dispute and the decision of such arbitrator shall be final and binding upon the parties to the dispute in respect of all questions of fact.

25.02 All complaints shall be made in writing to the Board and in no instance shall an employee of the Club be reprimanded directly by a member.

26.00 CLUB RULES AND BY-LAWS

- 26.01 Every member shall be bound by and submit to the Rules and By-laws of the Club.
- 26.02 The Board has the power to establish By-laws. Such By-laws must conform to the rules of the Club, both in fact and intent. Any change in the Club By-laws or new By-laws must be posted on the Notice Board within 24 hours of being established.
- 26.03 All Rules of the Club and Club By-laws shall be posted in the Club House and on the Club website.

27.00 AUDITOR

- 27.01 The accounts of the Club shall be audited by a practising Chartered Accountant who may be a member but shall not be a member of the Board. He/she shall be elected annually by the Annual General Meeting. Any vacancy occurring during the year shall be filled by the Board.
- 27.02 The Auditor shall receive such Honorarium as the Board shall from time to time decide.

28.00 WINDING UP OF THE CLUB

- 28.01 Should the membership of the Club fall below 50 members for a period of 3 months then the Club shall be wound up.
- 28.02 If upon the winding-up or dissolution of the Club by the Registrar of Incorporated Societies there remains after satisfaction of all its liabilities, any property whatsoever, the same shall not be paid to or distributed amongst the members of the Club, but shall be given or transferred to some other institution, institutions, club or clubs having objectives similar to the objects of the Club or some fund or funds, cause or causes, or shall be held in trust by a trustee or trustees the purpose of which is likely to further the objects for which the Club is constituted, the recipients to be determined by a majority of members present in person at a General Meeting to be held according to the rules of the Club at or before the winding up or dissolution or to such recipients as a Judge of the High Court of New Zealand may direct.

29.00 RULES OF PLAY

- 29.01 The rules of play shall be those of the Royal and Ancient Golf Club of St Andrews except as varied by the local rules of the Club.
- 29.02 Local rules will be established by the Board in consultation with the Golf Committees and such local rules established or changes thereto shall be notified following the next Board Meeting.

30.00 SEAL

- 30.01 The Common Seal of the Club shall be held in the custody of the Board and shall not be fixed to any document except by the authority of the Board and in the joint presence of the President and any two Board Members, who shall affix their signatures to every document so sealed. A register of Common Seal use is to be kept.

31.00 INTERPRETATION

31.01 The decision of the Board on the interpretations of the Club Rules or any matter or thing contained in these Club Rules and which pertains to the Club, its property or its interests, shall be conclusive and binding on all members of the Club until revoked at a General Meeting.

32.00 ALTERATIONS

32.01 The Rules shall not be altered, added to or rescinded except by resolution passed at the Annual General Meeting or Special General Meeting of the Club called for that purpose and the majority must be a clear majority of two thirds of the votes cast by the members present and qualified to vote. Notice of any repeal, alteration or addition which is to be considered by any Annual General Meeting or Special General Meeting must be given by the Board to each member (following Rule 20 or 21 as applicable) at least 14 days before the date of the meeting at which the proposed repeal, alteration or addition is considered. Any member desiring to propose any repeal, alteration or addition to the Rules shall give notice in writing to the Board at least 21 days before such a meeting.

32.02 **No addition to or alteration of the Rules relating to the objects of the Club (Rule 3.00), the personal benefit restriction (Rule 7.03) or winding up of the Club (Rule 28.00) shall be approved without first submitting such proposed additions or alterations to the Inland Revenue Department for its consideration. The provisions and effects of this clause shall not be removed from the Rules and shall be included in and implied in any replacement Rules.**

33.0 Information Use - Privacy Act 1993

33.01 Personal information provided by a member; obtained by or held by the Club about a member; shall be retained by the Club for any or all of the following purposes:

33.01.1 determining eligibility for membership;

33.01.2 maintaining obligations under these rules and constitution;

33.01.3 the supply and marketing of goods and services by the Club and the golf professional contracted to the Club;

33.01.4 the sending of newsletters and emails.

33.02 Membership of the Club, and the Club's constitution is a member's irrevocable authority to the Club to:

33.02.1 use any personal information for the purposes in clause 33.01;

33.02.2 obtain any information concerning a member from any other source for the purpose of continuing membership;

33.03 Any member as a natural person, has rights of access to, and correction of any personal information held by the Club.