



# **CONSTITUTION**

## **AND RULES**

**of the**

## **REMUERA GOLF CLUB**

**(INCORPORATED)**

**2016 REVISION**

**Approved at the 82<sup>nd</sup> Annual General Meeting held on 12 December 2016**

## TABLE OF CONTENTS

1.00	NAME	3
2.00	OBJECTS	3
3.00	REGISTERED OFFICE	3
4.00	OFFICERS	3
5.00	ELECTION OF OFFICERS	4
6.00	RESPONSIBILITIES OF THE BOARD	6
7.00	POWERS OF THE BOARD	8
8.00	GENERAL MEETINGS AND VOTING RIGHTS	11
9.00	MEMBERSHIP	14
10.00	CATEGORIES OF MEMBERSHIP	14
11.00	CORPORATE SPONSORS AND CORPORATE MEMBERS	19
12.00	ELECTION OF MEMBERS	22
13.00	ENTRY FEES AND SUBSCRIPTIONS	22
14.00	RESIGNATIONS	23
15.00	CHANGE OF STATUS	24
16.00	SUSPENSION AND EXCLUSION	24
17.00	DISPUTES	25
18.00	AMENDMENTS TO CONSTITUTION AND RULES	26
19.00	CLUB BY-LAWS	26
20.00	LIQUIDATION OF THE CLUB	26
21.00	RESTRICTIONS ON BENEFITS TO AND INFLUENCE BY INTERESTED PERSONS	26
22.00	INDEMNITIES	27
23.00	CLUB YEAR	27
24.00	RULES OF PLAY	27
25.00	CLUB COLOURS AND LOGO	28

# CONSTITUTION AND RULES of REMUERA GOLF CLUB (INCORPORATED) (2016 Revision)

## 1.00 NAME

1.01 The name of the Club shall be “Remuera Golf Club (Incorporated)” (“**the Club**”).

## 2.00 OBJECTS

2.01 To promote the game of golf.

2.02 To develop, maintain and improve the Club’s golf course as a first class course with a high standard of facilities and amenities.

2.03 To organise golfing and social events and activities for Club members (“Members”).

## 3.00 REGISTERED OFFICE

3.01 The registered office of the Club shall be the Club Office, 120 Abbotts Way, Remuera, Auckland or any other place nominated by the Club’s Board of Management.

## 4.00 OFFICERS

4.01 The officers of the Club (“**Officers**”) shall be:

Patron

President

Club Captain

Men’s Golf Captain

Women’s Golf Captain

Four other Board members

4.02 These Officers excepting only the Patron will form the Board of Management of the Club (“**the Board**”).

4.03 The Club Captain shall be chairman of all Meetings of the Board (“**Chairman**”) and in the event of a tie in voting on any matter he or she shall have a casting vote. In the absence of the Chairman from a meeting of the Board, his or her deputy, being an Officer nominated by him or her for the purpose and approved by the Board, or if no such deputy shall be present, an Officer appointed by the Board, shall be chairman of the meeting. The Club Captain may attend and participate as a member of all Club committees.

4.04 The Club Captain shall be chairman of all meetings of Members and in his or her absence his or her deputy, being an Officer nominated by him or her for the purpose, shall be chairman. If neither is present then a chairman may be elected from those Members present and eligible to vote.

- 4.05 The Men's Golf Captain shall be chairman of all meetings of the Club's Match Committee (and committees with other names established to attend to roles normally carried out by match committees at golf clubs). In his absence, the Men's Golf Vice-Captain, being a committee member nominated by the Men's Golf Captain and approved by the Board, shall act as chairman. If neither is present at any meeting then a chairman may be elected by committee members present.
- 4.06 The Women's Golf Captain shall be chairman of all meetings of the Club's Women's Committee. In her absence, the Women's Golf Vice-Captain, being a committee member nominated by the Women's Golf Captain and approved by the Board, shall act as chairman. If neither is present at any meeting then a chairman may be elected by committee members present.
- 4.07 All Officers must be full playing Members and must have been such for a minimum period of two years immediately preceding taking office. All Officers must also be Members entitled to vote at meetings of Members and must have been such as at the date of the previous Annual General Meeting.

## **5.00 ELECTION OF OFFICERS**

- 5.01 All Officers other than the Men's Golf Captain and the Women's Golf Captain shall be elected by Members entitled to vote. The Men's Golf Captain shall be elected by all men Members entitled to vote. The Women's Golf Captain shall be elected by all women Members entitled to vote.
- 5.02 Nominees for election as Officers (other than the Patron) must be full playing Members and must have been such for a minimum period of two years immediately preceding taking office, and in the case of each of the President and Club Captain, must have been an Officer for a minimum period of two years at any time.
- 5.03 The Patron, President, Club Captain, Men's Golf Captain and Women's Golf Captain shall be elected at each Annual General Meeting and shall hold office until re-elected or their successors are elected at the next Annual General Meeting.
- 5.04 At each Annual General Meeting at least two Board members (other than the Officers referred to in sub-clause 5.03) shall retire but shall be eligible for re-election. The Board members to retire shall be first all those (if any) who retire pursuant to sub-clause 5.18 and those (if any) who choose to retire, and then (if a further retirement or retirements are necessary to result in at least two such Board members retiring) those who have been longest in office since their last election, but as between those who became Board members on the same day, those to retire shall be determined by lot, to be drawn and the result made available to members prior to the date on which the notice referred to in sub-clause 5.07 is posted.

- 5.05 If a Member stands for election for more than one office then the elections shall be decided in the following order:  
Patron  
President  
Club Captain  
Men's Golf Captain  
Women's Golf Captain  
Other Board member
- 5.06 If a Member is successful in an election for one office, then that Member shall be ineligible for any election decided later in the order set out in sub-clause 5.05.
- 5.07 Nominations for office shall be called for by the General Manager once each year before the Annual General Meeting by posting a notice calling for such nominations on the Club's notice board and on the Club's website at least 30 days before the Annual General Meeting.
- 5.08 The last day on which nominations will be received by the General Manager shall be 5pm on the 21st day before the Annual General Meeting. As such nominations are received, the General Manager shall exhibit on the Club's notice board and on the Club's website, the names of all nominees and the respective positions for which they have been nominated, together with the names of their proposers and seconders.
- 5.09 Any Member entitled to vote may nominate or second any other Member who is eligible for election as an Officer.
- 5.10 Every nomination shall be in writing signed by the proposer and seconder and the nominee shall endorse thereon his or her signature signifying his or her willingness to stand for office.
- 5.11 In the event of there being insufficient nominations or just sufficient nominations for the available offices, then those nominated shall be declared elected without a ballot.
- 5.12 In the event of there being insufficient nominations, the Board shall appoint an eligible Member or Members to fill the vacancy or vacancies.
- 5.13 In the event of nominations for an available office or offices exceeding the vacancies, then a secret postal ballot shall be held of all Members entitled to vote.
- 5.14 Any nominee who is to be declared elected for one office without a ballot as a consequence of being the sole nominee for an office, shall not be included in a

ballot for election to another office lower in the order set out in sub-clause 5.05. Any nominee who is to be declared elected for one office without a ballot as a consequence of being the sole nominee for an office and who holds another office lower in the order set out in sub-clause 5.05, shall be deemed to have retired from that lower office effective from the date of the forthcoming Annual General Meeting thereby creating a vacancy to be filled in accordance with sub-clauses 5.11, 5.12 and 5.13.

- 5.15 The General Manager shall cause ballot papers to be printed and emailed to all Members entitled to vote who have provided the Club with an email address, and posted to all Members entitled to vote who have not provided the Club with an email address or have requested to receive them in printed form, together with instructions approved by the Board as to how to vote and informing that for votes to be valid ballot papers properly marked must be in the hands of the General Manager by 1pm on the day of the Annual General Meeting.
- 5.16 The Board shall appoint four Members as scrutineers who are not candidates in that year's election, and two of whom were not scrutineers for the previous year's election. Between the time fixed for the closing of the ballot and the commencement of the Annual General Meeting the scrutineers shall count the votes and report the result of their count to the chairman of the Annual General Meeting, who shall declare the result at such Meeting.
- 5.17 In the event of a tie in the voting the chairman of the Annual General Meeting shall resolve it by lot at the Annual General Meeting.
- 5.18 Any vacancies in office on the Board arising between Annual General Meetings shall be filled by the Board appointing an eligible Member at its next or a subsequent meeting. Any Officer so appointed shall retire at the following Annual General Meeting, but shall be eligible for election.

## **6.00 RESPONSIBILITIES OF THE BOARD**

- 6.01 Responsibility for the proper management and control of the affairs of the Club shall be vested in the Board. It shall have power to delegate to any committee or person the day-to-day management of any specific aspect of the Club's operations. The Board shall ensure all delegated powers are clearly defined and if such delegated powers include authority to expend or financially commit Club funds, then the Board shall place limits on such expenditure or commitments.
- 6.02 Six members of the Board shall constitute a quorum for meetings of the Board.

- 6.03 Any Officer (other than the Patron) absent from three consecutive meetings of the Board without leave shall resign from his or her position and vacate his or her office. Any such Officer who refuses to resign may be removed from office by the Board.
- 6.04 Any Officer or member of any Club committee having a direct or indirect financial interest (where an indirect financial interest of a Member shall include a financial interest of an immediate family member, or of a family trust or a company in which the Member or an immediate family member is a trustee, beneficiary, director or substantial shareholder) in any matter under discussion must declare such financial interest. The chairman of the Board or committee discussing the matter shall then decide whether he or she may participate further in the discussion or vote or not in respect of that matter and the chairman's ruling shall be final. Failure to declare an interest may render the Officer or Club committee member liable to expulsion from the Board or committee, and if such failure is considered materially detrimental to the interests of the Club, shall be grounds for suspension or termination of his or her Membership under section 16 of the Constitution.
- 6.05 The Board shall establish a Women's Committee and a Business Women's Committee, ratify the appointment of Members to the committees (subject always to sub-clause 4.06) including a Women's President, a Women's Golf Vice-Captain and a Business Women's Golf Vice-Captain, and delegate authority as necessary for the committees to function effectively. If the Women's Golf Captain is a Full Playing Business Women Member then she shall be chairman of all meetings of the Business Women's Committee, but if she is not, the Business Women's Golf Vice-Captain shall be chairman of such meetings.
- 6.06 The Board shall also establish a Match Committee, Finance Committee and such Course, Membership, Social and other committees as it may consider appropriate, define the roles of the committees established, appoint Members to the committees, appoint a Member to chair each committee (subject always to sub-clause 4.05) and delegate authority as necessary for the committees to function effectively.
- 6.07 The Board shall appoint one or more Board members to, or to liaise with, each committee established and these Officers shall be responsible for reporting to the Board on the activities, decisions and recommendations of the committees to which they are appointed.
- 6.08 The Board shall direct Club resources and activity towards implementation of all plans and decisions approved by Members in general meeting, including any long term plans for the Club's course and facilities that may be approved, provided that the Board shall be solely responsible for determining the rate of progress for any

Club project, taking into account resource requirements for the Club's day-to-day operations and the availability of the Club's financial and other resources.

- 6.09 The Board shall cause all payments from Club funds to be applied in accordance with the Club's budgets.
- 6.10 The Board shall make a report in writing to Members at the Annual General Meeting and shall have prepared financial statements relating to the financial year just ended. Copies of the audited Statement of Financial Performance, Statement of Cash Flows and Statement of Financial Position together with annual budgets for income and expenditure, proposed capital expenditure, proposed new borrowings for the ensuing year and Annual Report, shall be posted on the Club's website, and emailed to Members eligible to vote who have provided the Club with an email address, at least seven days before such meeting. A printed copy of these documents shall be available to any Member who requests one.
- 6.11 The Board shall cause full and complete records of all Club activities to be kept and cause proper minutes to be taken of all Board meetings and all general meetings or special meetings of Members.

## **7.00 POWERS OF THE BOARD**

- 7.01 The Board may exercise all the powers and do all the acts, matters and things, which are reasonably required to further the objects of the Club and which are not expressly required to be exercised or authorised by Members in general meeting or not otherwise restricted by the Constitution.
- 7.02 Subject always to sub-clause 7.01 and 7.03, the Board may exercise all the powers and do all the acts, matters and things:
  - 7.02.1 To co-opt any Member as a member of a Club committee for any purpose it may deem necessary and change the personnel of committees at any time.
  - 7.02.2 To invite any person to attend Board meetings in an advisory or other capacity (but such person shall not have any voting rights at Board meetings), and to remunerate such person or persons for services provided.
  - 7.02.3 To engage, control and dismiss the Club's servants and paid officials and to negotiate make and give effect to contracts relating to same.
  - 7.02.4 To establish by-laws relating to the operation and activities of the Club.



- 7.02.5 To impose fines on Members not exceeding \$200 for the breach of any rule set out in the Constitution or any by-law.
- 7.02.6 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. No commitment for the purchase, sale, lease or sub-lease of Club land (other than the renewal of existing leases of Club land on similar terms as the leases being renewed) may be made without a resolution passed at a general meeting of Members by a majority of two thirds of the Members present and voting.
- 7.02.7 To purchase, acquire, construct, alter or maintain buildings, fences, machinery, equipment and infra-structure and to initiate other works within the Club's course property.
- 7.02.8 To lease or accept leases (subject always to Clause 7.02.6), and enter into all negotiations, contracts and agreements in the name of and on behalf of the Club.
- 7.02.9 To borrow or raise money upon mortgages, debentures, or other securities, charging the whole or any part of the assets of the Club, or to borrow money from bankers or any other source with or without security PROVIDED HOWEVER that without the approval of a resolution passed by Members in general meeting, the total of liabilities (which expression for the purposes of this provision shall exclude subscriptions paid in advance) when added to the proposed new borrowings or new money raised shall not exceed in aggregate the amount of the accumulated funds as disclosed in a Statement of Financial Position drawn to a date not more than six weeks before the date upon which the resolution is circulated to Members with a Notice of Meeting to approve the proposal.
- 7.02.10 To invest Club funds on deposit, first mortgage, in shares, debentures or other investments PROVIDED HOWEVER that any Club investments made must satisfy the prudent person test specified in section 13B of the Trustee Amendment Act 1988.
- 7.02.11 To regulate and control the number of Members within the Club's categories of membership.
- 7.02.12 To organise and conduct events consistent with the objects of the Club and to contract with sponsors and others in relation thereto.

- 7.02.13 To fix annual subscriptions and entrance fees for all categories of Club membership.
- 7.02.14 To remit or rebate any part of or make such other adjustments to the entrance fee payable by any Member as it may deem expedient.
- 7.02.15 To fix admission charges to the public attending or partaking in any function or activity as it shall see fit.
- 7.02.16 To appoint a General Manager who shall be the senior executive of the Club, at such remuneration and under such conditions and terms as it shall think fit. The General Manager shall be the Secretary of the Club, shall be responsible to the Board for all Club administration and statutory obligations, and shall exercise such powers and perform such other duties as shall be determined by the Board and without derogating from his or her accountability to the Board shall report in the first instance to the Club Captain.
- 7.02.17 To open such bank accounts as the Board may require. Cheque signatories shall be two persons comprising the General Manager and one Board member or two Board members so authorised for the purpose, except that cheque signatories may also be two persons comprising the General Manager and one other Club employee authorised by the Board for cheques drawn in respect of normal operating expenses of the Club up to specified limits and under such other conditions as may be imposed by the Board from time to time.
- 7.02.18 To collect all subscriptions and entrance fees due by Members and to deal with them as it shall so decide.
- 7.02.19 To terminate any membership for non-payment of entrance fee, subscription or part thereof or other monies due in accordance with sub-clause 13.05 and may at the Board's discretion reinstate that person's membership on payment of all arrears and such other payments and cost recoveries as the Board may require.
- 7.02.20 To prevent any Member whose subscription or instalment thereof is overdue from playing on the Course, or making use of Club facilities or being a member of any committee.
- 7.02.21 To authorise the use of the Club's facilities for other sports and activities that may be carried on in conjunction with the Club's golf activities or in advantageous use of those facilities.

- 7.03 In the exercise of any of the foregoing powers (except as relating to the lease of the Club's land) the Board shall not commit the Club in any single project scheme or undertaking for any liability for or expenditure of any amount exceeding 30% of the Club's gross annual subscription revenue for the preceding financial year without approval of a resolution passed at a general meeting of Members.
- 7.04 Documents approved by the Board in pursuance of a resolution of the Board shall be signed by either two Board members or one Board member and the Club's General Manager.

## **8.00 GENERAL MEETINGS AND VOTING RIGHTS**

- 8.01 At any general meeting of Members thirty voting Members must be present to form a quorum.
- 8.02 Notice covering any general meeting or Special General Meeting of Members must be emailed to all members who have provided the Club with an email address, and posted to all Members who have not provided the Club with an email address or have requested to receive them in printed form at least seven days prior to such meeting, and must specify the business to be transacted at that meeting. Such notice must also be posted on the Club's notice board in the clubhouse and on the Club's website for a similar period. The accidental omission to give notice of a meeting to any Member or Members shall not invalidate the proceedings of any meeting.
- 8.03 An Annual General Meeting must be called once in each year.
- 8.03.1 It shall be held not later than 20th December in each year and it cannot be adjourned for a period longer than two months.
- 8.03.2 Officers will be elected at the Annual General Meeting in accordance with the procedure set down in Section 5.00.
- 8.03.3 The meeting shall transact only that business as specifically set down in the notice convening the meeting.
- 8.03.4 At such meeting the following will be presented for adoption:
- Annual Report from the Board
  - Statement of Comprehensive Revenue and Expense
  - Statement of Financial Position
  - Statement of Cash Flows
  - Auditor's Report

These documents shall be posted on the Club's website, and emailed to Members who have provided the Club with an email address, at least seven days before such meeting. A printed copy of these documents shall be available to any Member who requests one.

- 8.03.5 At the Annual General Meeting, Members will appoint an auditor ("the Auditor") who shall be a practising member of the Institute of Chartered Accountants of New Zealand and who shall audit the financial statements for the ensuing year and provide to Members an independent opinion on those financial statements. The Board shall have the power to fix any fee to be paid to the Auditor.
- 8.04 A Special General Meeting of Members may be called at the discretion of the Board at any time.
- 8.05 Any group of 30 or more fully paid and voting Members may requisition a Special General Meeting at any time by presenting to the General Manager a requisition in writing signed by such Members. Such a requisition will not be valid unless in the opinion of the Board the business to be transacted at such meeting is unambiguously described and is business which may properly be brought before a Special General Meeting. The Board shall be the sole judge as to the validity of the requisition and the decision of the Board that any requisition is invalid shall not be challenged by any Member but shall be communicated forthwith to any one or more of the requisitioners and in any event not later than the 14<sup>th</sup> day after the requisition was presented, failing which the requisition will be deemed to be accepted and valid.
- 8.05.1 Upon validation of such requisition, the General Manager must call a Special General Meeting of all Members for a date no later than 28 days from the date on which the validity of the requisition is confirmed.
- 8.05.2 A copy of the valid requisition must be posted on the Club notice board within 24 hours of the Board's determination as to its validity, or on the 15<sup>th</sup> day after its presentation to the General Manager.
- 8.06 In the event of a tie, the chairman of any meeting of Members shall have a casting vote as well as his or her original vote.
- 8.07 At any meeting of Members, all Life, Long Service, Full Playing Men, Weekday Men, Six-Day Men, Five-Day Men, Full Playing Women, Full Playing Business Women, Honorary, Veteran and Intermediate Members of the Club and such other Members whose membership as defined by the Board from time to time entitles

them to vote pursuant to this provision (other than such Members who are not entitled to vote pursuant to sub-clauses 8.10, 8.11 and 8.12,) will have one vote expressed by a show of hands or in writing.

- 8.08 The chairman of any meeting of Members in respect of any resolution before the meeting shall in the first place call for a show of hands, and if there is any doubt as to the result he or she must call for a ballot. Alternatively, any ten Members present with voting rights may (before or on the declaration of the result of the show of hands) ask for a ballot. Unless a ballot is so demanded the declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority, or lost, and an entry to that effect in the books containing the minutes of the proceedings of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a ballot may be withdrawn.
- 8.09 Voting may be by proxy as follows:
- 8.09.1 Proxies appointed must be Members entitled to vote.
- 8.09.2 No person can appoint a proxy unless such appointer has a vote.
- 8.09.3 The instrument appointing a proxy must be lodged at the office of the Club not less than 48 hours before the commencement of the meeting.
- 8.10 No Member shall be entitled to participate in or vote either by postal vote or by proxy or in person at any meeting of Members unless such Member at the time of voting has paid the entrance fee due and the annual subscription or such instalment(s) of the subscription as have fallen due for payment.
- 8.11 No Member, who is or has at any time in the preceding twelve month period been an employee or full time contractor to the Club, shall be entitled to participate or vote either by postal vote or by proxy or in person at any meeting of Members, but may attend and address the meeting at the invitation of the Chairman of the meeting.
- 8.12 No Member whose membership arises as a result of a nomination for membership by a Sponsor or Corporate Individual Member, shall be entitled to participate in or vote either by postal vote or by proxy or in person at any meeting of Members.
- 8.13 As an alternative to directing the calling of a Special General Meeting under sub-clause 8.04 the Board may, if it so resolves, direct the General Manager to conduct a postal vote by emailing to all Members entitled to vote who have provided the

Club with an email address, and posting to all Members entitled to vote who have not provided the Club with an email address or have requested to receive them in printed form, a voting paper which shall set out clearly and in unambiguous terms the issue or issues to be determined and a date not less than 14 days from the date on which the voting paper is emailed or posted to Members by which voting papers shall be returned to the General Manager. Any such issue shall be determined on a majority of correctly completed voting papers returned on time (provided there are 30 or more such papers and subject to sub-clause 18.01 and any other clauses which specifically require more than a simple majority) UNLESS before the expiry of the time for returns there shall be presented to the General Manager a requisition for a Special General Meeting under sub-clause 8.05 to consider the issue or issues the subject matter of the postal vote. Any such requisition properly presented shall not be subject to invalidation by the Board under sub-clause 8.05 and shall nullify the proposed postal vote. Postal voting shall have the same effects and be subject to the same voting thresholds as voting at general meetings.

- 8.14 Decisions at any general meeting of Members shall be by a simple majority, excepting only in respect of any clause which specifically requires more than a simple majority.

## **9.00 MEMBERSHIP**

- 9.01 The membership of the Club shall consist of several categories but shall be not less than 50 Members in total as provided in clause 20.00. The categories of membership shall be Life, Long Service, Veteran, Full Playing Men, Full Playing Women, Full Playing Business Women, Weekday Men, Six-Day Men, Five-Day Men, Non-Playing, Limited, Junior, Intermediate, Social, Associate, Honorary, Premier Sponsor, Corporate Sponsors, Club Sponsors and Corporate Individual Members all as defined in the following clauses each (where appropriate) divisible by decision of the Board into Men's or Women's sub-categories together with such other categories of membership as may be determined by the board from time to time.

## **10.00 CATEGORIES OF MEMBERSHIP**

### **10.01 Life Members**

- 10.01.1 The Club in general meeting may appoint Life Members. It may determine upon what conditions and terms a Member may become a Life Member.

- 10.01.2 Unless otherwise resolved the Life Membership shall be effective immediately upon the passing of the resolution and the Life Member shall not be required to pay any further annual subscription after completion of the club year in which the appointment becomes effective.
- 10.01.3 Life Membership shall only be granted to Members of long standing who have given outstanding service to the Club.
- 10.01.4 Any representation relating to the appointment of a Life Member must be submitted to the Board.
- 10.01.5 Any notice of motion relating to the appointment of a Life Member shall be submitted by the Board only.

## 10.02 Long Service Members

- 10.02.1 The Board shall, on application from any Member who is aged 65 years or over as at 1<sup>st</sup> October in any year and whose age when combined with that Member's years of continuous membership of the Club (without break of more than one continuous period of less than 12 months) totals at least 90 years, change the status of such member to that of Long Service Member.
- 10.02.2 Members who have 40 years or more continuous membership of the Club (without a break of more than one continuous period of less than 12 months) as at 1 October in any year (irrespective of their age) also qualify for Long Service Membership pursuant to clause 10.02.1.
- 10.02.3 Long Service Members shall each year elect which other category of membership they will also take part in.
- 10.02.4 Members who qualify for Long Service Membership from and after 1 October 2009 shall pay subscriptions at the rate equivalent to a 15% discount to the annual subscription (including any development levy but excluding all other additional charges) for the category of membership they have elected to take part in for the following subscription year.
- 10.02.5 All existing Long Service Members at 30 September 2009 shall receive a discount of 27% to the annual subscription (including any development levy but excluding all other additional charges) for the category of membership they have elected to take part in for the following subscription year. Such discount will reduce by 3% per annum over the next 4 years to 15% discount that will apply to their

respective membership from the subscription year commencing 1<sup>st</sup> October 2013 and thereafter.

10.03 Veteran Members

10.03.1 The Board shall, on application of any Member who has attained the age of 70 years and who, in the absolute discretion of the Board, has been a Member for a sufficient period to warrant the request being granted, change the status of such Member to that of Veteran Member.

10.03.2 Veteran Members shall enjoy the full privileges of the Club, save that they will only be permitted playing rights to the course (without participating in Club competitions) on weekdays which are not public holidays, at times not reserved for other categories and at such other times as may be determined by the Board or General Manager.

10.04 Full Playing Men, Full Playing Women and Full Playing Business Women Members

10.04.1 Full Playing Men, Full Playing Women and Full Playing Business Women Members shall be 24 years or over and shall have been admitted to the Club in accordance with the Constitution as Members in the relevant categories.

10.04.2 Full Playing Men, Full Playing Women and Full Playing Business Women membership confer on such Members the full privileges of the Club with the right to play golf in the events and at the times specifically set aside for their individual categories, and at any time not specifically set aside by the Board for other categories or sub-categories of Members.

10.05 Weekday Men Members

10.05.1 Weekday Men Members shall be those Members 24 years or over who have been admitted to the Club in accordance with the Constitution as Weekday Men Members.

10.05.2 Weekday Men membership confers on such Members the full privileges of the club restricted only to playing rights at such times and in such events as shall from time to time be determined by the Board.

10.06 Six-Day Men Members

10.06.1 Six-Day Men Members shall be those Members 24 years or over who have been admitted to the Club in accordance with the Constitution as Six-Day Members.



- 10.06.2 Six-Day Men membership confers on such Members the full privileges of the Club on days of the week other than Saturday but restricted to playing rights at only such times and in such events as shall from time to time be determined by the Board.
- 10.07 Five-Day Men Members
- 10.07.1 Five-Day Men Members shall be those Members 24 years or over who have been admitted to the Club in accordance with the Constitution as Five-Day Members.
- 10.07.2 Five-Day Men membership confers on such Members the full privileges of the Club on days of the week other than Wednesday and Saturday but restricted to playing rights at only such times and in such events as shall from time to time be determined by the Board.
- 10.08 Non-Playing Members
- 10.08.1 Non-Playing Members are entitled to Club privileges other than voting rights, playing on the course, taking any office or taking part in Club management.
- 10.09 Limited Members
- 10.09.1 Only those Members who have been Full Playing Men, Full Playing Women, Full Playing Business Women, Weekday Men, Six-Day Men, Five-Day Men or Intermediate Members for at least two years shall be entitled to alter their status to that of a Limited Member.
- 10.09.2 Limited Members shall enjoy the full privileges of the Club with the exception of voting at meetings, taking any office or taking part in Club management, and they will be permitted to play only eight rounds in non-competition play in any Club year, at times subject to the discretion of the Board or General Manager.
- 10.10 Junior Members
- 10.10.1 Any person 12 years and over and under 21 years of age may be admitted as a Junior Member provided (if required by the Board) a full playing Member of the Club gives a written undertaking to be responsible for payment of all fees, subscriptions and expenses incurred, and for the good behaviour of the Junior Member. The Board may admit as a Junior Member a person under the age of 12 years, on merit if the application for membership is recommended by the Club's Professional and the General Manager.

- 10.10.2 Junior Members are permitted to play golf at the times specifically set aside for them by the Board and under conditions determined by it from time to time.
- 10.10.3 Junior Members aged 15 years or over may attend Annual General Meetings but shall have no rights to vote.
- 10.10.4 Junior Members have access to the clubhouse in accordance with the decisions of the Board from time to time.
- 10.10.5 Upon a Junior Member attaining the age of 21 years he or she shall cease to be a Junior Member.
- 10.10.6 Junior Members have no entitlement to renewal of their membership from year to year. The Board may at its sole discretion choose not to renew the membership of a Junior Member for a subsequent year, in which case the Board shall give written notice to the affected Junior Member at least 30 days before the end of a Club financial year, that their membership will not be renewed for the coming year.

#### 10.11 Intermediate Members

- 10.11.1 Upon a Junior Member attaining the age of 21 years such Member may if so invited by the Board become an Intermediate Member until attaining the age of 35 years, when the Member shall change to the category of his or her choice, subject to Section 15.00.
- 10.11.2 An Intermediate Member shall pay the entrance fee due less such rebate as shall be fixed by the Board in such proportions and at such times as the Board shall decide.
- 10.11.3 An Intermediate Member shall have the full privileges of the Club as though he or she was a Full Playing Man, Full Playing Woman or Full Playing Business Woman as he or she shall nominate.

#### 10.12 Social Members

- 10.12.1 The Board may admit as Social Members persons over the age of 24 years who, by application, satisfy the Board that they meet the Board's criteria for social membership and who accept the following terms and conditions of membership.
- 10.12.2 Social Members shall have access to and use of the clubhouse facilities whenever the same are open for Members and are not in use for an

official Club function or other specific function (unless expressly invited to participate in such a function).

10.12.3 Social membership shall confer no playing rights on the course nor rights to use the putting green or other practice areas.

10.12.4 Social Members shall not be entitled to vote at meetings, take any office nor take part in Club management.

10.12.5 Social Members shall not be entitled to change status in terms of Section 15.00.

10.12.6 The provisions of Sections 10.01 (Life Members), 10.02 (Long Service Members) and 10.03 (Veteran Members) shall not apply to Social Members.

10.12.7 Social Members have no entitlement to renewal of their membership from year to year. The Board may at its sole discretion choose not to renew the membership of a Social Member for a subsequent year, in which case the Board shall give written notice to the affected Social Members at least 30 days before the end of a Club financial year, that their membership will not be renewed for the coming year.

#### 10.13 Associate Members

10.13.1 The Board may from time to time, admit a person as an Associate Member of the Club for such period (not exceeding twelve months) and upon such conditions as shall be determined by the Board.

#### 10.14 Honorary Members

10.14.1 The Board may in special circumstances, admit a person as an Honorary Member of the Club for such period and upon such conditions as the Board may determine.

### **11.00 CORPORATE SPONSORS AND CORPORATE MEMBERS**

11.01 The Board may invite corporate entities to take up corporate membership of the Club under one of the four categories of corporate membership set out in sub-clauses 11.03 to 11.06 or such other category of corporate membership as may be determined by the Board from time to time for such durations as may be determined by the Board in each case and in consideration for such membership fees as may be determined by the Board from time to time for each different type of membership.

- 11.02 Contracts between the Club and the members referred to in sub-clause 11.01 detailing the terms and conditions of membership shall provide the relevant entitlements and restrictions as set out in sub-clauses 11.01 to 11.10 of the Constitution, provided always that the Board may at its discretion negotiate additional terms and restrictions to result in incremental benefits to the Club and its Members.
- 11.03 The entitlements of the **Premier Sponsor** are:
- 11.03.1 To have the name of the Premier Sponsor displayed on Club flags and on signage at the Club's golf course (subject to the approval of the Board).
  - 11.03.2 To be promoted in Club newsletters as the Club's Premier Sponsor.
  - 11.03.3 To promote its association with the Club as Premier Sponsor.
  - 11.03.4 To hold one private tournament per year with green fees at discounted rates approved by the Board or General Manager.
  - 11.03.5 To nominate up to **four** persons to be playing Members in membership categories approved by the Board, without payment of any fee.
  - 11.03.6 To be issued with up to **eight** visitor cards.
- 11.04 The entitlements of a **Corporate Sponsor** are:
- 11.04.1 To have the name of the Corporate Sponsor displayed on signage at the Club's golf course (subject to the approval of the Board).
  - 11.04.2 To be promoted in Club newsletters as a Corporate Sponsor.
  - 11.04.3 To promote its association with the Club as a Corporate Sponsor.
  - 11.04.4 To hold one private tournament per year with green fees at discounted rates approved by the Board or General Manager.
  - 11.04.5 To nominate up to **two** persons to be playing Members in membership categories approved by the Board, without payment of any fee.
  - 11.04.6 To be issued with up to **six** visitor cards.

- 11.05 The entitlements of a **Club Sponsor** are:
- 11.05.1 To have the name of the Club Sponsor displayed on signage at the Club's golf course (subject to the approval of the Board).
  - 11.05.2 To be promoted in Club newsletters as a Club Sponsor.
  - 11.05.3 To promote its association with the Club as a Club Sponsor.
  - 11.05.4 To nominate up to **two** persons to be playing Members in membership categories approved by the Board, without payment of any fee.
  - 11.05.5 To be issued with up to **two** visitor cards.
- 11.06 The entitlements of a **Corporate Individual Member** are:
- 11.06.1 To nominate up to **four** persons to be entitled to be playing Members in membership categories approved by the Board, upon payment of the normal membership fees for the relevant categories of individual membership (in addition to the membership fees for Corporate Individual Membership determined by the Board pursuant to sub-clause 11.01).
  - 11.06.2 No visitor cards.
  - 11.06.3 To make temporary transfers of playing rights of each playing Member to another person nominated by the Corporate Individual Member (with the prior approval of the Board or General Manager).
- 11.07 All entities admitted to corporate membership of the Club and all their nominees and visitor card-holders shall abide by and be subject to the Constitution and by-laws of the Club.
- 11.08 The entitlement of persons to be playing Members pursuant to sub-clauses 11.03, 11.04, 11.05 or 11.06 is conditional upon the approval of the Board or General Manager.
- 11.09 All persons who are Members pursuant to sub-clauses 11.03, 11.04, 11.05 or 11.06 shall not be entitled to play in official Club events (other than with the approval of the Board or General Manager) and shall not be entitled to vote at meetings of Members or to stand for election as Officers of the Club.

- 11.10 All visitor cards entitle the bearers to play, without payment of any fees, in the same playing group as any person who is a playing Member as a nominee of the Premier or Corporate or Club Sponsor to which the visitor cards have been issued, at times not specifically set aside for Club events or for other categories or sub-categories of Members (unless otherwise approved by the Board or General Manager).

## **12.00 ELECTION OF MEMBERS**

- 12.01 With the exception of the types of Members referred to in sub-clause 11.01 every candidate for membership shall be proposed and seconded by Members of at least two year's current full playing membership or if the candidate is unknown to Members then the candidate must provide three written testimonials supporting the candidature. When lodging an application for membership the application form shall be accompanied by payment of the entrance fee and such other fees as may be determined by the Board.
- 12.02 The name of the candidate shall be posted on the notice board of the Club for a period of at least 14 days prior to election, following receipt of the membership application by the General Manager. Such notice shall include the names of both proposer and seconder, or the names of providers of testimonials.
- 12.03 The Board shall elect Members from the Waiting List of candidates to fill vacancies and its decisions shall be final.
- 12.04 No elected Member shall be deemed to be a Member of the Club until the entrance fee and subscription or instalment of a subscription have been paid.
- 12.05 Should any elected Member fail to pay in full the entrance fee and subscription or instalment of a subscription, together with any other monies due upon becoming a Member, within two months of being notified of election to membership, the Member's election may be declared void by the Board, and except in extenuating circumstances any payments made shall not be refunded.

## **13.00 ENTRY FEES AND SUBSCRIPTONS**

- 13.01 The entrance fees to the Club for the various categories of membership shall be fixed by the Board from time to time.
- 13.02 Annual subscriptions shall be fixed by resolution of the Board once in each financial year. Subscriptions may be paid in instalments at such times and in such proportions as may be determined by the Board from time to time. In any year

when payment of subscriptions by instalments is approved by the Board, details of such shall be published as a by-law on the Club's notice board.

- 13.03 Annual subscriptions shall be due and payable on the first day of October in each year. No Member may take part in any competition while payment of a subscription or an instalment of a subscription is overdue by more than one month, except at the discretion of the Board and then only under special circumstances.
- 13.04 Members elected after 31st December in any year shall be charged pro rata on a monthly basis for the annual subscription for the year ending 30<sup>th</sup> September and shall pay full yearly levies.
- 13.05 If a Member's subscription or part thereof shall remain unpaid for a period of one month after it is due, the General Manager shall advise the Board in writing immediately. The Member shall be notified by letter that payment is overdue and if settlement is not made within 28 days, then Membership may be terminated.
- 13.06 If any Membership is terminated for non-payment of subscription or instalment of a subscription the Member shall remain liable for any sum due but not paid.
- 13.07 Refunds of annual subscription may be made only at the discretion of the Board and then only in special circumstances.
- 13.08 Annual subscriptions and entrance fees for the Intermediate and Junior categories of membership may be fixed by the Board according to the ages of such Members at such levels as the Board shall determine.

#### **14.00 RESIGNATIONS**

- 14.01 Any Member wishing to resign should notify the General Manager in writing no later than 30<sup>th</sup> September. Failure to do so renders the Member liable for the new year's subscription. If notification is made in the first third of the year, a reduction to that Member's full year subscription may be made at the discretion of the Board and then only in special circumstances.
- 14.02 Resignation shall take effect from 30<sup>th</sup> September of the Club year in which the resignation was tendered and under the conditions decided by the Board.
- 14.03 Resignation shall not absolve a Member from payment of any outstanding subscription or other charges which have accrued to the date of resignation.

## **15.00 CHANGE OF STATUS**

- 15.01 Any Member other than Social Members, Associate Members, Junior Members and those Members referred to in sub-clause 11.01 may from time to time apply in writing to the General Manager to change status to that of any other category of membership subject always to sub-clause 10.09.1.
- 15.02 The Board shall have the right to accept or reject such applications, excepting an application to become a Long Service Member under sub-clause 10.02, and any accepted application shall have effect on the date specified by the Board.
- 15.03 A Member changing status shall not be entitled to a refund of any entrance fees or subscription paid unless the Board determines otherwise.
- 15.04 A Member shall be liable for any difference in entrance fee or subscription between the amount paid and the amount due under the new category of membership.
- 15.05 Any Member who has previously been a Member of a category with a higher entrance fee wishing to revert to such membership from a lesser category shall not be required to pay any further entrance fee or subscription.
- 15.06 Any Member who at some time has been a Full Playing Man, Full Playing Woman, Full Playing Business Woman, Weekday Man, Six-Day Man, Five-Day Man or Intermediate Member for a continuous period of two years may, upon applying for reinstatement to their previous category, receive priority at the discretion of the Board.

## **16.00 SUSPENSION AND EXCLUSION**

- 16.01 Should any Member infringe the Constitution and Rules or any Club by-laws or be guilty of any unsportsmanlike conduct or act in a manner detrimental to the interests of the Club, the Board shall have power to:
- 16.01.1 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, nor, if the Board so rules, have access to or use of any nominated Club facilities.
- 16.01.2 Terminate the membership of such Member.



- 16.01.3 Upon termination of membership under sub-clause 16.01.2 hereof:
- (i) The former Member shall be notified forthwith by letter that his or her membership has been terminated.
  - (ii) His or her name shall be removed forthwith from the register of Members.
  - (iii) No portion of his or her subscription shall be refunded.
  - (iv) The former Member shall remain liable for any subscription or other money due to the Club for any period prior to termination.
- 16.02 The Board shall be the sole judge in respect of a suspension or termination of membership and its decision shall be final.
- 16.03 Prior to exercising the aforesaid power to terminate membership or to suspend membership for a period of longer than 30 days, the Board shall give the offending Member a reasonable opportunity to appear before the Board to give an explanation and to answer questions. At or following such meeting, any decision to terminate the membership of a Member or suspend membership for a period of longer than 30 days, must have a clear majority of three quarters of those Board members present.
- 16.04 Any decision to suspend the membership of a Member for a period not longer than 30 days (whether as a temporary suspension pending the calling of a Board meeting to consider a longer term suspension or termination of membership, or otherwise) may be made at any time by five or more Board Members, or by a Board member or the General Manager with the prior authority of the Board to make such short term suspensions, and may be implemented with immediate effect.

## **17.00 DISPUTES**

- 17.01 Any dispute between the Club, its officers or paid servants 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 to arbitration in accordance with the Arbitration Act 1996. Any such reference to arbitration shall be a reference to a single disinterested arbitrator to be appointed by the Board and the decision of such arbitrator shall be final and binding upon the parties to the dispute in respect of all questions of fact. The provisions of the Second Schedule to the Arbitration Act are expressly included and the right to appeal to the High Court on any question of law arising out of the award is reserved. The dispute must be determined in accordance with New Zealand law.

## **18.00 AMENDMENTS TO CONSTITUTION AND RULES**

18.01 The Constitution and Rules may be added to, altered, or rescinded, by resolution at a general meeting of Members, and the majority must be a clear majority of two-thirds of the Members present and voting.

## **19.00 CLUB BY-LAWS**

19.01 The Board is empowered to establish the Club's by-laws.

19.02 Such by-laws must conform to the Constitution and Rules of the Club, both in fact and in intent.

19.03 Any change in the Club by-laws or new by-laws must be posted on the Club Notice Board within 24 hours of being established and must remain so posted for at least one month and be recorded in the next printing of the Club's Season Programme.

## **20.00 LIQUIDATION OF THE CLUB**

20.01 Should the membership of the Club fall below 50 Members for a period of three months then the Club shall be put into liquidation.

20.02 If upon the liquidation or dissolution of the Club for any reason whatsoever there remains after satisfaction of all its liabilities any surplus assets and funds whatsoever these shall be paid, applied, transferred or appropriated to some other institution, institutions, club or clubs established and maintained exclusively for charitable purposes as may be determined by the Board or in default of such determination as may be directed by the High Court of New Zealand.

## **21.00 RESTRICTIONS ON BENEFITS TO AND INFLUENCE BY INTERESTED PERSONS**

21.01 Notwithstanding anything contained or implied in this Constitution and Rules, any person who is:

- (a) a Board Member of the Club; or
- (b) a shareholder or director of any company carrying on any business of the Club; or
- (c) a settlor or trustee of any trust which is a shareholder of any company carrying on any business of the Club; or
- (d) an associated person (as defined by the Income Tax Act 2007 or any amendments thereto from time to time) of any such settlor, trustee, shareholder, director or Board Member; shall not by virtue of that capacity in any way (whether directly or indirectly) determine, or materially influence in any way the determination of the nature of the amount of any benefit or advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by that person.

- 21.02 A person who in the course of and is part of the carrying of his or her business of a professional public practice or any person who is both a Member of the Club and an employee thereof, shall not by reason only of his or her rendering professional or normal employment services to the Club or to any company by which any business of the Club is carried on, be in breach of the terms of clause 21.01.

## **22.00 INDEMNITIES**

- 22.01 The Club shall provide indemnification to all members of the Board, committees appointed by the Board and the management of the Club and to any Club representative to whom the Board may from time to time delegate power to act for or on behalf of the Club, to the fullest extent permissible by law against any loss, damage arising from or in any way connected with any act or omission in the proper and authorised execution of their powers or duties unless the same is due to their own wilful act neglect or default.
- 22.02 This indemnity shall only apply when the recipient has taken proper care and paid full attention to his or her fiduciary and statutory duties in acting responsibly and with due diligence and where necessary obtained proper knowledge and sought competent advice pursuant to the carrying out of activities arising out of his or her elected office, delegated authority or paid employment with the Club.
- 22.03 The Board is accordingly authorised to have the Club enter into a Deed of Indemnity with each member of the Board, persons holding delegated authority from the Board from time to time and management in terms as provided in this Clause.

## **23.00 CLUB YEAR**

- 23.01 The financial year of the Club shall commence on 1st October in each year and end on 30<sup>th</sup> September of the following year.

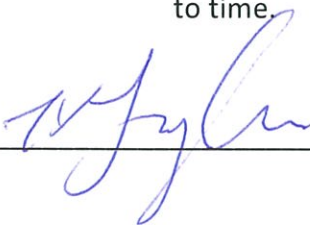
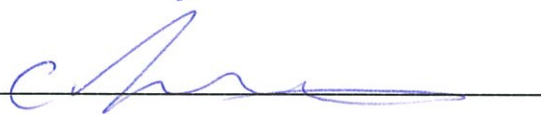
## **24.00 RULES OF PLAY**

- 24.01 Rules of play shall be those of the Royal and Ancient Golf Club of St Andrews, Scotland and the United States Golf Association, and the Local Rules of the Remuera Golf Club Inc.
- 24.02 Local Rules shall be established by the Board or by any Club committee or Club employee expressly authorised by the Board to do so.

**25.00 CLUB COLOURS AND LOGO**

25.01 The Club colours shall be royal blue and gold, which shall be used on any products or goods wherever use of Club colours is appropriate.

25.02 The Club Logo shall be as determined by Members in general meeting from time to time.

  
\_\_\_\_\_)  
)  
)  
)  
)  
  
\_\_\_\_\_)

Members of the Remuera Golf Club Incorporated