



**CONSTITUTION  
OF**

**TAIRUA GOLF & COUNTRY CLUB INCORPORATED  
Version 4 2025**

# TAIRUA GOLF & COUNTRY CLUB INCORPORATED

## Constitution

### 1. Definitions and interpretation

---

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

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

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

**Board** means the Club's governing body.

**Bylaws** means any bylaws, policies, regulations and codes of the Club made under clause 15.

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

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

**Club** means the Tairua Golf & Country Club Incorporated

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

**Board Member** means a member of the Board.

**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.

**Contact Person** means a person holding the position of contact person for Tairua Golf & Country Club Incorporated being the person the Registrar of Incorporated Societies can contact when needed.

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

**General Meeting** means an AGM or SGM of the Club.

**Golf** consists of playing a ball with a club from the teeing ground into the hole by a stroke or successive strokes as further defined in the Rules of Golf.

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

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

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

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

**Officer** means a Board 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 Auckland, NZ.

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

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

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

- (a) a Member if delivered by hand to the Member or sent to the address set out in their Contact Details;
- (b) the Club if sent to [info@tairuagolf.co.nz](mailto:info@tairuagolf.co.nz) or by post to the Club's registered office set out on the Register of Incorporated Societies.

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

- (a) if delivered by hand, at the time of delivery;
- (b) if given by post, when left at the address of that party or five Working Days after being put in the post; or

- (c) if given by email, upon production of a physical copy of the email detailing the time and the date the email was sent (provided that the sender does not receive any "out of office" auto-reply or other indication of non-receipt),

provided that any notice or communication received or deemed received after 5pm on a Working Day, or on a day which is not a Working Day, will be deemed not to have been received until the next Working Day.

## **2. Club details**

---

- 2.1 **Name:** The name of the society is TAIRUA GOLF & COUNTRY CLUB INCORPORATED
- 2.2 **Registered office:** The registered office of the Club is at the place the Board decides
- 2.3 **Contact person:** At its first Board meeting following an AGM, the Board 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 Board must advise the Registrar of Incorporated Societies of any change in the contact person or their Contact Details.

## **3. Purpose and powers**

---

- 3.1 **Purpose:** The purposes of the Club are to:
- (i) The primary purpose of the Club is to provide facilities and an organisational structure for the playing of golf that is consistent with high standard set by Golf Clubs affiliated to New Zealand Golf Association.
  - (ii) Subject to it not interfering with activities encompassed by the primary purpose, the secondary objective of the Club is to make facilities and amenities encompassed by the Club's assets available to structured groupings within the Tairua area for other appropriate sporting, social or recreational activities.
- 3.2 **Capacity and powers:** The Club has, both within and outside New Zealand, full capacity, rights, powers and privileges to carry on or undertake any activity, do any act, or enter into any transaction, subject to this Constitution, the Act, any other legislation, and the general law.

## **4. Members**

---

- 4.1 **Application:** An application to become a Member (**Application**) must be in the form required by the Board. All Applications for membership shall be ratified by the Board which may accept or decline an Application in its absolute discretion. A person becomes a Member when their Application has been accepted and they have paid the required membership fees and satisfied any other preconditions
- 4.2 **Member consent:** A person consents to become a Member by submitting an Application to the Club, unless otherwise specified in this Constitution.

- 4.3 **Members:** The Members, Membership Categories, voting rights per category and annual subscriptions for each category of the Club shall be determined by the Board.

**Member Categories with Full Voting Rights**

- Full Golf Membership
- Country Golf Membership
- First Year Golf Membership
- Senior Playing Golf Membership
- Senior Membership
- Life Membership
- Financial Life Membership
- Corporate Membership
- Contributory Membership
- any other categories of voting member as the Board determines

**Member Categories with No Voting Rights**

- Junior Golf Membership
- Tertiary Membership
- Seasonal Membership
- Green Fee Membership
- Social Membership
- Honorary Membership
- Approved sporting, social or recreational activities
- any other categories of non-voting member as the Board determines

**Life Members:**

Life Membership may be granted in recognition and appreciation of outstanding service by an individual to the Club. Any Member may nominate an individual to become a Life Member by giving notice to the Board setting out the grounds for the nomination. The Board must then determine whether the nomination should be forwarded to a General Meeting for determination by the Members. A person may only be elected as a Life Member by a Special Resolution at a General Meeting. A person consents to becoming a Life Member on acceptance of their life membership. There shall be no more than five Life Members at any one time and such Life Members shall not pay subscriptions but otherwise retain full rights as determined by the Board.

- 4.4 **Member rights and obligations:** Members acknowledge and agree that:
- (a) they are bound by, and will comply with, this Constitution and the Bylaws, and to the extent they apply, the rules, procedures or policies of Waikato Golf and Golf NZ;
  - (b) they are entitled to all rights and entitlements granted by this Constitution or as determined by the Board;
  - (c) 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 Board, including where required to become and remain a member of Waikato Golf and Golf NZ, and payment of any membership or other fees within the required time period;
  - (d) if they fail to comply with sub-clause (c) the Board may terminate their membership, but the Member continues to be bound by this Constitution;
  - (e) they do not have any rights of ownership of, or the automatic right to use, the Club's property; and
  - (f) they will promote the interests and purposes of the Club and must not do anything to bring the Club into disrepute.
- 4.5 **Suspension of Member:** If a Member is, or may be, in breach under clause 4.4, and the Board believes it is in the best interests of the Club to do so, the Board 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.
- 4.6 **Suspension of Member rights:** Unless otherwise determined by the Board, 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.
- 4.7 **Ceasing to be Member:** A Member ceases to be a Member:
- (a) on death;
  - (b) by giving notice to the Board of their resignation;
  - (c) if their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution.
- 4.8 **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.

- 4.9 **Membership fees:** The Board will decide any membership and other fees payable by Members and the due date for those fees. The Board may determine different levels of membership fees and other fees for different types of Members
- 4.10 **Member register:** The Board will keep an up-to-date Member register, which includes each Member's name, Contact Details and the date they became a Member. A Member must provide notice to the Club of any change to their Contact Details. The Member register will be updated as soon as practicable after the Board becomes aware of changes of the information recorded in the Member register. The Board will keep a record of those who have ceased to be Club members within the previous 7 years and the date on which they ceased to be a member.

## 5. **General Meetings**

---

- 5.1 **AGM:** An AGM must be held once a year at the time, date and place as the Board decides, but not more than 3 months after the balance date of the Club and not more than 15 months after the previous AGM.
- 5.2 **Notice of AGM:** A notice shall be placed on the Club's noticeboard advising members of the date, time, and place of the Annual General Meeting twenty-eight (28) days prior to the meeting being held.

All financial members with voting rights shall receive notice of the Annual General Meeting twenty-one (21) days before the date of the meeting including notice of the agenda specifying the nature of the business to be conducted. No additional items of business can be voted on other than those set out in the agenda, but the Members present may agree unanimously to discuss any other items.

Any such notice shall be deemed to have been received by members to whom it was mailed or emailed. The non-receipt of such notice by any such member shall not invalidate the proceedings at any meeting.

- 5.3 **Business of AGM:** The following business will be discussed at the AGM:
- (i) Confirmation of the minutes of the previous AGM
  - (ii) To receive the President's Report for the past financial year.
  - (iii) To receive the Annual Financial Statement of Accounts and approved by the Club's appointed Audit Reviewer.
  - (iv) To receive the budget for the next financial year.
  - (v) To receive and if required, adopt significant governance and management matters including any relevant short, medium- or long-term plans.
  - (vi) To elect officers and members at large of the Board.
  - (vii) To confirm the Patron.
  - (viii) To appoint Audit Reviewer.
  - (ix) To consider any special business formally listed on the Notice of the Annual General Meeting sent to members.
  - (x) To consider any Notice of Motion.

(xi) To consider any other General Business.

- 5.4 **Notice of proposed motions:** Any member wishing to bring before the Annual General Meeting a Notice of Motion shall give notice of such in writing to the Board or Club Manager not later than twenty-three (23) days before the date of the meeting and such Notice of Motion shall be included, along with the names of the proposer and seconder in the agenda, forwarded to members.
- 5.5 **Notice of agenda:** Notice of the agenda containing the business to be discussed at the AGM must be sent to all persons entitled to attend the AGM as per clause 5.2
- 5.6 **Financial Statements:** Questions relating to the annual financial statement of accounts must be submitted to the Board seven (7) days prior to the meeting.
- 5.7 **Calling of SGM:** The Board must call a SGM within 28 days if it receives a written request stating the purpose of the SGM from the Board itself or by 10% of Members with voting rights
- 5.8 **Notice of SGM:** Members with voting rights must be given at least 21 days notice of the SGM, unless the Board, 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.
- 5.9 **Method of holding meeting:** A General Meeting may be held by a quorum of people being assembled at the time and place appointed for the meeting, participating by audio link, audio-visual link or other electronic communication or by a combination of those methods.
- 5.10 **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 25 of the Members who are entitled to vote, including Members present by casting votes by electronic means. The quorum must always be present during the General Meeting.
- 5.11 **No quorum at AGM:** If a quorum is not met within 30 minutes of the AGM's scheduled start time, the AGM is adjourned to a day, time and place set by the chair of the AGM. If no quorum is met at the further AGM, the Members present, 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.
- 5.12 **No quorum at SGM:** If a quorum is not met within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.
- 5.13 **Control of General Meetings:** General Meetings shall be chaired by the President, or in his/her absence, the Board shall elect another Board Member to be the Chairperson.
- 5.14 **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 meeting 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.

5.15 **Attendance:** Members and any other persons invited by the Board are eligible to attend and speak at General Meetings.

5.16 **Voting:** Only voting members whose subscriptions are not in arrears shall be entitled to one (1) vote at any meeting.

5.17 **Voting by electronic means:** If members are unable to attend an Annual General Meeting, they may exercise their vote by verified email to the Club. Email votes will be allowed from Overseas based members who identify and verify themselves as such and meet the conditions as set by the By Laws.

5.18 **Conduct of voting:** Voting is conducted by 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 Board 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 by any five (5) members entitled to vote. Each office of the Board of Management shall be voted for and the result declared prior to voting on the next succeeding officer. In the event of a tied vote for an elected position then a further ballot involving only the tied candidate shall be held and if this ballot fails to produce a result, then the position shall be decided by lot.

In the event of a tie, on business other than member election, the matter will be opened again for discussion and voting. If there remains a draw the Chairperson may cast a deciding vote

5.19 **Minutes:** Minutes must be kept of all General Meetings.

5.20 **Resolution:** An Ordinary Resolution of Members at a General Meeting is sufficient to pass a resolution, except as specified in the Act or this Constitution

5.21 **Resolution passed in lieu of meeting:** A resolution in writing signed or consented to by email or other electronic means by 75% majority of voting 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.

## 6. **Board**

---

6.1 **Functions and powers:** Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution the Board must manage, direct or supervise the operation and affairs of the Club and has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of the Club

6.2 **Composition:** The Board consists of the President, Men's Club Captain, Women's Club Captain, Golf Croquet Representative and up to 4 (four) other members all with full voting rights.

6.3 **Election of Board Members:** Board Members are elected as follows:

- (a) Each elected Board member shall hold office for one year when they shall retire but shall be deemed to be nominated for re-election to such office unless they shall give notice of the intention to vacate office, such notice to be given in writing to the Club not less than fourteen days before the date of the general meeting at which the election of officers is to take place.
- (b) the Board must call for nominations for any Board Member positions that are to be vacated at an AGM at least seven days before the AGM;
- (c) Nominations are made in the form decided by the Board and must be received by the date set by the Board and if no date is set, at least seven (7) days before the AGM. All nominations received shall be posted in the Club House after nominations close
- (d) Nomination for the office of President  
To be eligible for nomination as President of the Club, a nominee must satisfy the following criteria:
  - a. The nominee must have served at least one full term as a member of the Board of the Club; and
  - b. The term referenced in (a) must have been completed within the five (5) years immediately preceding the date of nomination.
- (e) 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;
- (f) If there are insufficient nominees, the balance required may be filled by election at the Annual General Meeting but any member or members so elected shall be personally present at the time or if unable to attend submit their willingness to accept nomination in writing.
- (g) those nominees who have the highest number of votes in their favour to fit the number of vacant positions are declared elected;
- (h) if the number of votes for one or more nominees is equal to another nominee, a further vote will be held between the tied nominees;
- (i) if there is only one nominee for a vacant position, that person is declared to be elected without the need for a vote.

6.4 **Qualification:** Every Board Member must, in writing:

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

6.5 **Disqualification:** The following persons are disqualified from being elected or holding office as a Board Member:

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

If an existing Board 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 Board Member. If any of the circumstances listed in (b) above occur to an existing Board 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.

6.6 **Term of office:** The term of office for all Board Members is one year, refer clause 6.3, expiring at the end of the relevant AGM. A Board Member may be re-elected to the Board.

6.7 **Casual Vacancy:** If a Casual Vacancy arises, the remaining Board 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) may leave the Casual Vacancy unfilled until the next AGM, at which a person is elected to fill the Casual Vacancy.

6.8 **Suspension of Board Member:** If any Board Member is or may be the subject of an allegation, notice or charge described under clause 6.5 or any circumstances arise in relation to a Board Member which are or may be of concern to the Board, the remaining Board Members may by Special Resolution suspend the Board Member from the Board and set conditions as it requires pending the final determination of the allegation, notice, charge or circumstances. Before imposing any suspension, the Board Member must be given notice of the suspension.

6.9 **Removal of Board Member:**

- (a) The Board may, by Special Resolution, remove any Board Member from the Board before the expiry of their term of office if the Board considers the Board Member concerned:
  - (i) has seriously breached duties under this Constitution or the Act; or
  - (ii) is no longer a suitable person to be a Board Member.
- (b) The Board 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 Board Member who is the subject of the motion must be given:
  - (i) notice that a Board meeting is to be held to discuss the motion to remove the Board Member; and

- (ii) adequate time to prepare a response; and
- (iii) the opportunity prior to the Board meeting to make written submissions; and
- (iv) the opportunity to be heard at the Board meeting.

**6.10 Board Member ceasing to hold office:** A person ceases to be a Board Member if:

- (a) their term expires;
- (b) the person resigns by delivering a signed notice of resignation to the Board;
- (c) the person is removed from office under this Constitution;
- (d) the person becomes disqualified from being an officer under section 47(3) of the Act
- (e) The member is, in the opinion of the Board, is putting the governance of the Club at risk. The member can be asked to resign if there is a majority vote of no confidence by the remainder of Board members.
- (f) A Board member is absent from three consecutive meetings without an apology acceptable to the Board
- (g) the person dies.

**6.11 Sub-Committees:**

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

## **7. Board Meetings**

---

- 7.1 Calling meetings:** Board meetings may be called at any time by the Chair or by four Board Members, but generally the Board meets monthly
- 7.2 Meeting procedure:** Except to the extent specified in the Act or this Constitution, the Board may regulate its own procedure.
- 7.3 Quorum:** The quorum for a Board meeting is four Board Members. Any Board Member may be counted for the purposes of a quorum, participate in any and vote on any proposed resolution at a Board meeting without being physically present. This

may only occur at Board meetings by audio or audio-visual link or other electronic communication provided that all persons participating in the Board meeting agree and can hear each other effectively and simultaneously.

- 7.4 **Chair:** The Board will elect the Chair from amongst the Board Members. The Chair will chair Board meetings. If the Chair is unavailable, another Board Member must be appointed by the Board to undertake the Chair's role during the period of unavailability.
- 7.5 **Voting:** Each Board Member has one vote. Voting is by voices or on request of any Board Member by a show of hands or by a ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted. If there is an equality of votes, the Chair will have a 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 Board Members is valid as if it had been passed at a Board meeting. Any resolution may consist of several documents in the same form each signed by one or more Board Members.

## 8. **Officers' Duties**

---

An Officer:

- (a) when exercising powers or performing duties as an Officer, must act in good faith and in what the Officer believes to be the best interests of the Club;
- (b) must exercise a power as an Officer for a proper purpose;
- (c) must not act, or agree to the Club acting, in a manner that contravenes the Act or this Constitution;
- (d) when exercising powers or performing duties as an Officer, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances, taking into account, but without limitation the nature of the Club, the nature of the decision and the position of the Officer and the nature of the responsibilities undertaken by them;
- (e) must not agree to the activities of the Club being carried on in a manner likely to create a substantial risk of serious loss to the Club's creditors or cause or allow the activities of the Club to be carried on in a manner likely to create a substantial risk of serious loss to the Club's creditors. Total borrowings (excluding Overdraft facilities) both from members and external lenders should not exceed 50% of the Club's average subscriptions for the past two (2) years or 10% of the book value of the Club's total assets, whichever is the lesser;
- (f) must not agree to the Club incurring an obligation unless the Officer believes at that time on reasonable grounds that the Club will be able to perform the obligation when it is required to do so; and
- (g) when exercising powers or performing duties as an Officer, may rely on reports, statements, and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:

- (i) an employee whom the Officer believes on reasonable grounds to be reliable and competent in relation to the matters concerned;
- (ii) a professional adviser or expert in relation to matters that the officer believes on reasonable grounds to be within the person's professional or expert competence; or
- (iii) any other Officer or sub-committee of Officers on which the Officer did not serve in relation to matters within the Officer's or sub-committee'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

---

- 9.1 **Register of interests:** The Board 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 Board, 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 Board Member who is Interested in a Matter:
  - (a) must not vote or take part in a decision of the Board relating to the Matter, unless all non-interested Board Members consent;
  - (b) must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Board Members consent;
  - (c) must not take part in any Board discussion relating to the Matter or be present at the time of the Board decision, unless all non-interested Board Members consent
  - (d) 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 9.3, if 50% or more Board Members are Interested in a Matter, an SGM must be called to consider and determine the Matter.

## 10. Patrons

---

A person may be invited by the Board 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

## 11. Club Manager

---

- 11.1 **Role of Club Manager:** The Board may engage a Club Manager. The Club Manager is under the direction of the Board 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 Board.
- 11.2 **Board involvement:** The Club Manager may attend Board meetings when required by the Board but has no voting rights

## 12. Finances

---

- 12.1 **Control and management of finances:** The funds and property of the Club are controlled, invested and disposed of by the Board, 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 30 September or the date the Board decides.
- 12.3 **No personal benefit:** The Officers and Members may not receive any distributions of profit or income from the Club. This does not prevent Officers or Members:
- (a) receiving reimbursement of actual and reasonable expenses incurred, or
  - (b) entering into any transactions with the Club for goods or services supplied to or from them, which are at arms' length, relative to what would occur between unrelated parties,
- provided no Officer or Member is allowed to influence any such decision made by the Club in respect of payments or transactions between it and them, their direct family or any associated entity.

## 13. Indemnity and insurance

---

The Club will indemnify all officers, employees or persons acting for the Club on a voluntary basis, both past and present, against any personal liability incurred by lawfully and properly acting or omitting to act in his or her capacity as office bearer, employee or volunteer.

The indemnity does not extend to personal dishonesty or to the willful commission of an act known to that person to be a breach of that person's duty to the Club.

## 14. Amendments

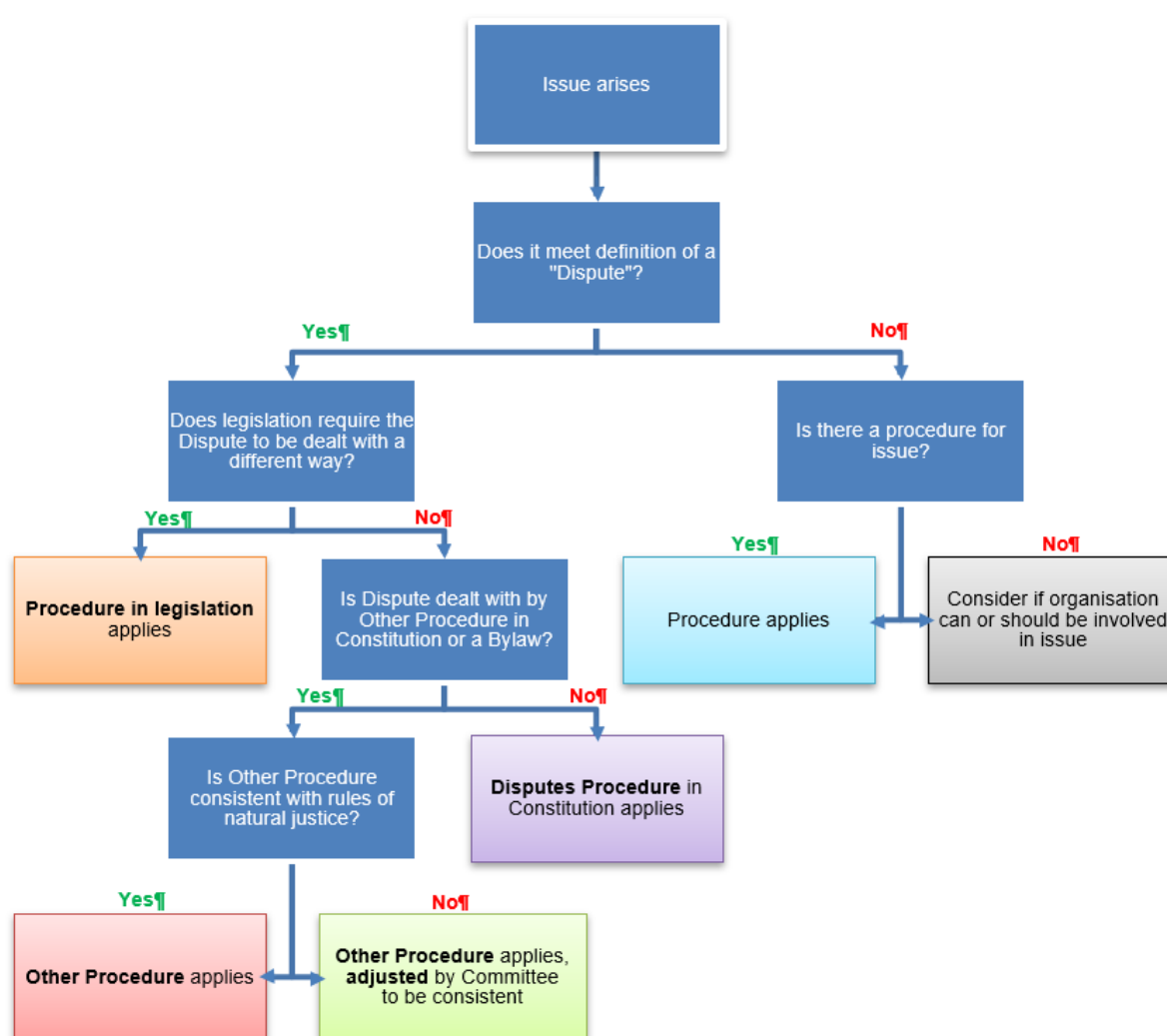
---

- 14.1 **Amendments:** This Constitution may only be amended or replaced by Special Resolution of Members at a General Meeting.
- 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. The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

## 15. Bylaws and Integrity

**Bylaws:** The Board 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.

## 16. Dispute resolution



### 16.1 Definitions: In this clause 16:

- (a) **Dispute** means a disagreement or conflict between and among any one or more Members, any one or more Officers and the Club, that relates to an allegation that:
  - (i) a Member or an Officer has engaged in misconduct; or



- (ii) a Member or an Officer has breached, or is likely to breach, a duty under this Constitution or the Act; or
    - (iii) the Club has breached, or is likely to breach, a duty under this Constitution or the Act; or
    - (iv) a Member's rights or interests as a member have been damaged or Members' rights or interests generally have been damaged;
  - (b) **Disputes Procedure** means the procedure for resolving a Dispute set out in clauses 16.5 to 16.13;
  - (c) a **Member** is a reference to a Member acting in their capacity as a Member;
  - (d) an **Officer** is a reference to an Officer acting in their capacity as an Officer.
- 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:**
- (a) If the Dispute is dealt with by a separate procedure under this Constitution or in a Bylaw (**Other Procedure**), that Other Procedure applies to the exclusion of the Disputes Procedure. If any part of the Other Procedure is inconsistent with the rules of natural justice, that part will not apply, but the remainder of the Other Procedure will continue to apply together with adjustments as determined by the Board in its discretion so that the Other Procedure is consistent with the rules of natural justice.
  - (b) If the conduct, incident, event or issue does not meet the definition of a Dispute and is managed by any Other Procedure, that Other Procedure applies to the exclusion of the Disputes Procedure.
- 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 Board 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 is reasonably practicable after receiving or becoming aware of a Complaint, ensure the Dispute is investigated and determined. Disputes must be dealt with in a fair, efficient, and effective manner.
- 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 Board to hear and resolve Disputes, and includes an arbitral tribunal (**Hearing Body**); or
  - (b) a sub-committee or an external person to investigate and report; or
  - (c) any type of consensual dispute resolution with the consent of all parties to the Complaint
- 16.9 **Hearing Body:** The Board 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 Board 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 Board or of the Hearing Body consider there are reasonable grounds to believe that the individual may not be:
  - (a) impartial; or

- (b) able to consider the matter without a predetermined view.

**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 Board Member may exercise that right on behalf of the Club.
- (b) A Member or Officer or the Club must be taken to have been given the right if:
  - (i) the Member or Officer or the Club has a reasonable opportunity to be heard in writing or at an oral hearing, if one is held; and
  - (ii) an oral hearing is held if the Hearing Body considers that an oral hearing is needed to ensure an adequate hearing; and
  - (iii) an oral hearing, if any, is held before the Hearing Body; and
  - (iv) the Member's or Officer's or the Club's written statement or submission, if any, are considered by the Hearing Body.

**16.12 Appeals:** There is no right of appeal or right of review of a decision unless specified.

**16.13 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 Board 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.

## **17. Liquidation and removal**

---

**17.1 Notice:** The Board must give notice to all Members at least 28 Working Days of a proposed motion:

- (a) to appoint a liquidator;
- (b) to remove the Club from the Register of Incorporated Societies; or
- (c) for the distribution of the Club's surplus assets.

The notice must comply with section 228 of the Act and include details of the General Meeting at which the proposed motion is to be considered.

17.2 **Special Resolution:** Any resolution for a motion set out in clauses 17.1(a) to (c) 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, shall not be paid or distributed to any members or individuals but must be disposed of to a nominated Incorporated Society on the Coromandel Peninsula that shares similar purposes to the Club. The recipient to be decided by the members at this Special General Meeting as called in clause 17.1.

## 18. **Matters not provided for**

---

18.1 If any matter arises that, in the opinion of the Board, 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 Board.

## 19. **Transition**

---

19.1 **Transition:** This clause 19 applies to facilitate transition of the Club from the previous 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 **Power of 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 one year 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.