

THE CONSTITUTION AND RULES OF THE PUPUKE GOLF CLUB INCORPORATED

- 1: Name:- The name of the Club shall be the Pupuke Golf Club Incorporated
- 2: All actions, appointments, deeds, seals and the like created, introduced or commenced under any previous rules shall be deemed to have been initiated under these Rules and treated accordingly.

3: Interpretation

In the interpretation of these Rules unless specifically stated otherwise:-

- 3:1 "The Club" means the "The Pupuke Golf Club Incorporated"
- 3:2 "The Office" means the Registered Office of the Club
- 3:3 "The Register" means the Register of members
- 3:4 "Month" means calendar month
- 3:5 "In writing" and "written" includes any mode of representing or reproducing words in a permanently visible form
- 3:6 "The Board" means the Board of Management of the Club.
- 3:7 Words importing the singular number include the plural number and vice versa
- 3:8 Words importing persons include corporations
- 3:9 "The Rules" means this Constitution and Rules.
- 3:10 "The Act" means the "The Incorporated Societies Act 1908" and its amendments and any statutory provisions in force in modification of or substitution for the same
- 3:11 Words expressing the male gender (man, his, he etc.) shall be taken to include the feminine

4: Objects of the Club

The objects for which the Club is established are:

- 4:1 To provide facilities for the playing of the game of golf and any other sports activity authorised by the Board.
- 4:2 To encourage the growth and the spread of the game of golf and other authorised activities
- 4:3 To provide an organisation for the control of the game of golf and other authorised activities
- 4:4 To provide an organisation to promote and protect the mutual interests of the members
- 4:5 To provide by purchase, lease, rent or other means, the land required to play the game of golf, including the provision of a Clubhouse and any other buildings that may be considered needed for any purpose that may be deemed to be of advantage to the Club.

5: Income of the Club

The income and property of the Club shall be applied solely towards the promotion of the objects of the Club as set forth in these Rules and no person shall profit by being paid in any way except by

payment in good faith to any Officer or employee of the Club in return for services rendered to the Club.

6: Disposal of funds on winding up

If upon winding up of the Club there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the members of the Club, but shall be given to some other Club or sports body to be determined by a majority of the members of the Club at the time of its winding up. If the members cannot so determine then the Registrar of Incorporated Societies shall direct distribution.

7: Financial Year

The financial year of the Club shall be for the twelve months from the 1st day of September to the 31st day of August of the succeeding year

8: Membership Year

The membership year is the twelve (12) months from the anniversary of joining the Club, or from the date of the previous renewal of membership.

9: Registered Office

The Registered Office shall be at the Clubhouse, East Coast Road, Campbells Bay, North Shore, or at any other place as the Board may from time to time determine.

10: Rules of Play

The Rules of Play shall be those of the R and A Rules Ltd, plus such Local Rules as apply from time to time.

11: Categories of members

- 11:1 Full playing Members
- 11:2 Life Members
- 11:3 Honorary Members
- 11:4 Full Playing Long Term Members
- 11:5 Full Playing Discount Members
- 11:6 Junior Members
- 11:7 5 Day Members
- 11:8 Financial Life Members
- 11:9 Nine Hole Members
- 11:10 Associate Members
- 11:11 Such other categories of membership (non-voting) as may from time to time be determined by the Board

12: Conditions and Privileges of Membership Categories

Notes:-

a) For the purposes of all sub clauses of clause 12, age at 1st January of the current subscription year shall apply.

b) The annual subscriptions for all membership categories shall be decided at the Annual General Meeting

12:1 Full Playing Members

Full Playing Members are those aged 18 years and over admitted to the Club in accordance with these Rules. Membership entitles use of the full privileges of the Club. Full playing members aged between 18 and 23 years old may be subject to a discounted subscription

12:2 Life Members

Any member of the club who has given exceptional service to the club may, on the recommendation of the Board be elected a Life Member at any General Meeting. A two-thirds majority of those present and entitled to vote shall be necessary to validate such an election. A Life Member shall have all the privileges of a membership without payment of any further subscription.

12:3 Honorary Members

The Board shall be empowered to elect as an Honorary Member of the Club any person who, in the opinion of the Board, warrants such election. A member so elected shall have the privileges of membership of the Club. Honorary Membership thus conferred is effective for the subsequent membership year. The Register of Honorary Members shall be reviewed annually for renewal or otherwise by the Board

12:4 Full Playing Long Term Members

A member who at the commencement of the subscription year has completed at least 25 years of continuous full playing membership and has reached the age of at least 60 years may become a Full Playing Long Term Member. Full Playing Long Term Members shall have the full privileges of the Club.

12:5 Full Playing Discount Members

A member who at the commencement of the subscription year has completed at least **10** years of continuous full playing membership and has reached the age of at least **65** years may become a Full Playing Discount Member. Full Playing Discount Members shall have the full privileges of the Club.

12:6 Junior Members

Persons under the age of 18 years may be admitted to the Club as Junior Members with playing rights and use of the facilities as decreed by the Board, but they shall have no voting rights. Persons aged less than 12 years may be admitted as members under this category, on the recommendation of the resident Golf Professional or the Golf Committee or the Junior Convener.

12:7 **5 Day Members**

5 Day Members are those aged 18 years and over admitted to the Club in accordance with these Rules. Membership entitles use of the full privileges of the Club, with playing days Monday, Tuesday, Thursday, Friday, Sunday, except for Club competitions or events organized on these days.

12:8 **Financial Life Members**

Members who have taken up offers made from time to time for lifetime membership in return for a lump sum payment. Financial Life Members shall have the full privileges of the Club.

12:9 **Nine Hole Members**

Nine Hole Membership entitles use of the full privileges of the Club with playing times available 7 days a week at times when the course is "OPEN TO ALL".

12:10 **Associate Members**

Associate Members have use of all Club facilities apart from playing of Golf, but they shall have no voting rights. If they wish to play golf they may pay the Member's Guest Fee

12:11 **Other Membership Categories**

The Board may create such categories, as it deems desirable for the setting of varying subscription levels and playing rights. The categories of all members (as defined in clauses 12:1 to 12:11) may only be changed by resolution at an Annual General Meeting or at an Extraordinary General Meeting called for that purpose.

13: **Admission of Members**

13:1 All applications for admission to membership shall be made in writing on the prescribed form addressed to the General Manager. The Board shall have full discretion and authority (subject only to these Rules) in respect of any application and no applicant shall be admitted unless he/she has first satisfied the Board that he/she is a fit and proper person to be granted membership. The Board shall be entitled to limit the number of members in each category of membership and it shall have the right to refuse or postpone admission of any person without being called upon to state the grounds for rejection.

13:2 No applicant shall be deemed to be a member of the Club until his/her entrance fee and subscription or first installment of such subscription shall have been paid.

14: **Undertaking by Members**

Every person applying for membership shall sign an application form in which they will promise to duly observe the Rules and By-laws of the Club for the time being in force for so long as they remain a member.

15: Change of Category of Membership

All applications for change of category shall be made and be completed in writing addressed to the General Manager. The Board shall give priority to all applications for changes of category to full playing membership of the Club over all other applications for membership, but shall have the right to refuse or postpone admission of any person to full playing category without being called upon to state the grounds thereof. Application for change in category to other classes may be approved by the Board at any time but shall only be effective from the following 1st day of January

16: Entrance Fees and Subscriptions

16:1 The membership of the Club shall be limited to such numbers as the Board may decide and the Board shall have the power to impose such entrance fee as they shall deem desirable. The Annual Subscription payable by members shall be altered only at an Annual General Meeting of the Club or at an Extraordinary General Meeting in accordance with the Rules of the Club. The Board shall have the power to pro rata the annual subscription for members joining during the membership year. The Board may at their discretion allow a discount for prompt payment and/or impose a penalty for late payment

16:2 Notwithstanding clause 16:1 the Board, by resolution may set the annual subscriptions provided that the subscriptions so set shall not exceed the percentage increase in the Consumer Price Increase (All Groups) over the 12 month period ending on the 30th June immediately prior to the commencement of the relevant year.

16:3 Payment by installment can be made by prior agreement and under such terms and conditions as set down by the Board and implemented by the General Manager.

16:4 The Board shall be empowered to impose a levy on the various categories of members for any purpose that promotes the objects of the club, subject to the approval of a majority of members present at a General Meeting convened in accordance with these Rules.

16:5 No member shall be entitled to compete in any competition or participate in any privileges of the club after the first day of their subscription renewal year unless his/her subscription and/or entrance fee or any levy or agreed installment in payment of his/her subscription is paid in full on the due date.

17: Resignations or Forfeiture of Membership

17:1 Any member may resign on giving notice in writing to the Board but shall remain liable to pay any subscription or other monies due from or payable by him/her at the date of such notice.

17:2 Any member shall cease to be a member in the event of their annual subscription or agreed installment being in arrears of payment for 31-days from the due date, but shall remain liable to pay the amount due. The due dates shall be set by the Board and approved by the Annual General Meeting.

17:3 The Board shall have the power in special cases to suspend the operation of Clause 17.2 and it may at its discretion readmit the person to membership on such conditions as it may deem fit.

18: Disciplinary Provisions

- 18:1 If a member is reported to have acted in such a way as to bring discredit to the Club, or has reportably committed a serious breach of the Rules of Golf or the Rules or By-Laws of this Club the Board shall inform the member and confirm receipt detailing the alleged offence, at the same time requesting the member to present their case either in writing or in person to the Disciplinary Sub Committee. The Sub Committee shall consist of 3 Board members. This Sub Committee shall investigate the alleged offence/s and if they are then satisfied the offence/s took place they may impose such penalty as they see fit. The member concerned shall have the right of appeal to the full Board against any such penalty imposed.
- 18:2 Any member asked to appear before the Disciplinary Sub Committee or the Board shall have the right to be accompanied by a person of their choice.

19: Playing Priorities

Subject to the Provision of these Rules the playing priorities of the various categories of members shall be as determined from time to time by the Board. Members of a category not enjoying a priority on a particular day may only play on such a day or at such a time with the express permission of the General Manager or his deputy on each occasion. The Board may at any time temporarily suspend or change these playing priorities for the purposes of staging Championships, Tournaments or other Special Events.

20: Patron

There shall be a Patron of the Club who shall be elected at an Annual General Meeting.

21: Board

- 21:1 The Club shall be governed by the Board who shall consist of the President, Club Captain, Vice Captain, Financial Director, Women's Director, Men's Director and, at the boards discretion, the General Manager. Any qualifying member may hold only one position on the Board except that of North Harbour Golf Association Delegate (See Clause 21:5)
- 21:2 The President, Club Captain, Vice Captain and Financial Director shall be elected at the Annual General Meeting by those members entitled to vote. In addition the Women members shall elect a Women's Director, and the Men members shall elect a Men's Director at the Annual General Meeting
- 21:3 The Club Captain shall be the Chief Executive Officer of the Club and together with the Vice Captain shall be ex-officio on any sub committee formed.
- 21:4 The Financial Director shall be responsible to the Club for presentation, at each Annual General Meeting, an audited balance sheet and statement of financial accounts for the previous fiscal year, and shall be responsible to the Board for all aspects of the management of the Club finances, subject to the decisions of the Board thereon.
- 21:5 The Board shall appoint from amongst themselves or from the membership a person to act as North Harbour Golf Association Delegate. If appointed from the general membership this person shall report Association business to the Board but shall not have a Board vote.

- 21:6 The Board shall appoint a General Manager, to manage the day-to-day affairs of the Club, to have authority over all paid employees of the Club, and perform all duties and responsibilities prescribed in the General Manager's Employment Contract. The General Manager may be a member of the Board and shall be subject to direction by the Board. If the General Manager is appointed to the Board then he/she shall have the power to vote on all matters except any relating to his/her terms of employment.
- 21:7 The Board may appoint such persons to act on behalf of various membership groups. Persons so appointed from the general membership shall report only for that group but shall not have a Board vote.
- 21:8 The members of the Board shall hold office until the Annual General Meeting next following their election or until their successors are appointed. All existing Board members shall be eligible for re-election providing they are validly nominated. Only those members entitled to vote (see clause 34:2) may stand or nominate or second persons for the Board. All nominations should be in writing and delivered to the Office by 5pm on the twenty-first day before the Annual General Meeting or any such other meeting called for the purpose. All nominations shall state the nominee's name, the position for which being nominated, and their signature verifying their willingness to fill the position. The nomination shall state the names and be signed by both persons nominating and seconding the nominee.
- 21:9 The General Manager shall have all nominations received exhibited on the Club notice boards. Failure to do this shall not invalidate any said such nominations or any election of any person nominated.
- 21:10 Any nomination shall be invalid if the member nominated is under any liability to the Club.

22: Election of Board Members

- 22:1 If there only be one nomination for any position to be filled then those persons so nominated shall be declared elected. If there is more than one nomination for any position then there shall be a secret ballot held to decide who shall hold the position.
- 22:2 No ballot paper shall be invalid which does not contain votes for the full number of members to be elected.
- 22:3 Scrutineers shall be appointed at any meeting requiring a ballot. The scrutineers shall report the result to the Chairman of the meeting who shall declare the result. The number of votes cast shall not be disclosed.
- 22:4 Any vacancy occurring in any office or in the event of any office remaining unfilled at the Annual General Meeting or other election for the Board may be filled by the Board for the time being by direct appointment.

23: Chairman for Meetings of the Board

At all meetings of the Club's Board, the Club Captain and in his absence the Vice Captain shall be the Chairman and in the absence of both, a Chairman shall be elected from those present.

24: Voting at Board Meetings

Except as otherwise provided in these Rules every question submitted to the meeting shall be determined by a simple majority. On equality of voting the Chairman shall declare the question resolved so as to maintain the status quo. A quorum for Board Meetings shall be fourⁱ.

25: Minutes of Board Meetings

25:1 Minutes of the proceedings of every meeting of the Board and of the attendance of the members of the Board thereat respectively, shall be recorded and kept. At the next Board meeting there must be passed a motion proposed and seconded by separate Board members that the minutes of the previous Board meeting "be accepted as a true and accurate record" A copy of the minutes shall then be posted on the Club Notice Board for Members to view.

25:2 Every such minute when so recorded shall be considered a correct record of the original proceedings.

26: Number of meetings

The Board shall hold at least nine meetings in every year. The General Manager will also call a Board meeting within seven days upon receiving a request in writing to do so signed by not less than three of the members of the Board

27: Vacation of Office as a Board member

Every member of the Board shall automatically vacate their position on ceasing to be a member of the Club or being suspended for any period from membership of the Club.

28: Pecuniary gain

No member of the Club may derive pecuniary gain except as provided in Section 5 of the Incorporated Societies Act 1908

29: Validity of Acts done by the Board

All actions carried out by the Board, Sub-committee or members thereof shall, notwithstanding any subsequently discovered defect in their appointment, be as valid as if the original appointment were made in the correct and authorised manner.

30: Resignation from the Board

A member of the Board may at any time give notice in writing to the Board their wish to resign from the Board and on the acceptance of the resignation by the Board but not before, the office shall be vacant. A member of the Board who shall resign under this article shall not be disqualified from being at any time re-elected.

31: Duties and Powers of the Board

The elected Board is responsible for the governance of the Club and is empowered to take all actions and decisions that are necessary for the proper functioning of the club and in the best interests of the members.

31:1 They may from time to time appoint or remove any Committee or any person or persons deemed necessary for the good management of the Club

31:2 The Board may from time to time authorise a person or persons to act on its behalf. Such authority shall have clear limitations imposed by the Board.

32: Financial

32:1 The funds of the Club shall be applied in the first place in defraying current expenses and afterwards shall be applied towards other purposes as the Board shall from time to time think expedient with a view to the promotion of the objects of the Club.

32:2 In the event of financially intensive major projects prior approval shall be sought by a General Meeting.

33: Appointment of Auditor

The accounts of the Club shall be audited by a Chartered Accountant who may be a member of the Club but shall not be a member of the Board. He shall be appointed annually by the Board.

34: Annual General Meeting

34:1 The Annual General Meeting of the Club shall be held no later than the last day of December in each year for the purpose of receiving the Annual Report and Statement of Accounts duly audited, for the year ended 31st August, electing, Board members and of transacting such other business as shall have been specified in the notice convening the meeting, as well as from general business. In default of an Annual General Meeting being so held, an Extraordinary General Meeting shall be held in the month following and may be convened by any ten members entitled to vote in the same manner as nearly as possible as that in which meetings are convened by the Board.

34:2 All members whose membership category does not exclude voting rights may vote at an Annual General or Extraordinary General Meeting.

35: Notice of Meeting

The General Manager shall display on the Club's Notice Board a note advising members of the date and place of the Annual General Meeting twenty eight days prior to the meeting being held and will forward to each member either by post or to his or her registered address or by personal delivery or by email at least ten days prior to the meeting, a notice specifying the place, date and hour of the meeting together with a copy of the Annual Report and audited Statement of Accounts and the order of business to be conducted thereat. The non-receipt of such notice by any member shall not invalidate the proceedings at any meeting. All general Meetings other than the Annual General Meeting shall be called Extraordinary General meetings.

36: Notices of Motion

Any member wishing to bring before the Annual General Meeting a Notice of Motion shall give notice in writing to the General Manager not less than twenty one days before the date of the meeting and such notice shall be included in the notice of meeting to members.

37: Extraordinary General Meetings

37:1 An Extraordinary General Meeting may at any time be called by the Board and shall be called by the Board whenever requested by not less than one tenth of members entitled to vote at such a meeting. Such a request is to state the reasons for wanting the meeting and to be accompanied by the signatures of all requesting such a meeting.

37:2 If the Board neglects for twenty one days after the delivery of any such request to call a meeting in accordance with the request, the requisitionists or a majority of them may themselves call the meeting but must be called within three months of the original request.

37:3 Every Extraordinary General Meeting shall be held in such place as the Board may determine except in the case of a meeting being called in the terms of Clause 37.2 in which case such meeting shall be held in the lounge of the Clubhouse.

37:4 The Board and/or members calling any Extraordinary General Meeting shall give at least ten and not more than twenty one clear days notice to members specifying the place, date and hour of the meeting and the business to be transacted thereat, but the non-receipt of such notice by any member shall not invalidate the proceedings at the meeting. No business shall be transacted thereat except such as has been specified in the notice.

38: Proceedings at General Meetings

At all General meetings of the Club the President shall preside. In his absence or at his desire the Captain shall preside. In the absence of both the Vice Captain shall preside.

39: Quorum at General Meetings

At an Annual General Meeting or an Extraordinary General Meeting called by the Board, forty members entitled to vote shall form a quorum. In respect of an Extraordinary General Meeting called by members, two thirds of the requisitionists shall be a quorum. In respect of an Annual General Meeting in the event of such numbers not being present within half an hour after the appointed time for the meeting, the meeting shall stand adjourned for a period of fourteen days, and be then held at the same time and place when the business on the agenda paper, but no other, shall be disposed of by members present whether constituting a quorum or not. In respect of an Extraordinary General Meeting, unless a quorum be present within half an hour after the appointed time for the meeting, the meeting shall not proceed.

40: Adjournment

The chairman of any meeting, may with the consent of the meeting, adjourn the meeting from time to time and from place to place; but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. No notice need be given of any adjourned meeting unless it is so directed in the resolution for adjournment.

41: **Voting**

At any General Meeting of members, every question to be decided shall be determined by a majority of members present and entitled to vote, either by the voices or, if requested, by a show of hands. If requested by at least twenty members, the result may be determined by a majority, using a secret ballot held among the members present and entitled to vote.

42: **Chairman's Casting Vote**

In the case of equality of votes the Chairman shall have a casting vote, in addition to his vote as a member.

43: **Validity of Vote**

No objection shall be made to the validity of any vote except at the meeting at which such vote was taken. The chairman will be the sole and absolute judge of the validity of every vote tendered at any meeting.

44: **Minutes of General Meetings**

Every entry in the Minute Books of the proceedings of Meetings purporting to be entered and signed shall in the absence of proof to the contrary be deemed a correct record and an original proceeding of the Club accordingly; and in every case the burden of proof of error shall be on the person making any objection to the entry in the Minute Book.

45: **Seal: Custody of Seal**

The Board shall provide a Common Seal for the purposes of the Club. The Seal shall be under the custody and control of the General Manager to be used for such purposes as may be required

46: **Seal Register**

A separate book called the "Seal Register" shall be kept in which, prior to affixing the Seal to any document, a short title and description together with the date of the Minute authorising affixing of the Seal will be noted.

47: **Affixing Seal**

The General Manager shall affix the Seal with the authority of the Board in the presence of at least two Board members and all such instruments shall be signed by such members of the Board and countersigned by the General Manager.

48: **By-laws**

48:1 Any By-laws made by the Board may at any time be annulled or varied by the Board.

48:2 All By-laws so made and for the time being in force shall be binding on all members of the Club and shall have full effect accordingly. All current By-laws shall be printed in the Club's Annual Programme Book, and displayed on the Club Notice Board.

48:3 No By-laws made by the Board shall operate so as to abrogate, modify or vary any provision in these Rules and in case of any conflict or inconsistency between any By-laws so made as aforesaid and these Rules, the Rules shall prevail to the extent of such conflict or inconsistency.

49: **Golf Committee**

The game of golf at the Club is to be administered by a Golf Committee under the chairmanship of the vice captain and reporting to the Board

50: **Course Committee**

The role of the Course Committee is to monitor and regulate course conditions and general presentation under the chairmanship of a person appointed by the Board and reporting to the Board.

51: **Members registered address**

Every member is required to provide their postal address and electronic address if available and shall convey any change of their addresses to the General Manager. Such address shall be recorded in the Register of Members and all notices sent by post to the address so recorded shall be deemed to have been duly delivered

52: **Signature**

All notices sent in pursuance of Clauses 35 and 37 shall be signed by or have printed at the foot thereof the name of the General Manager or such person in his place as the Board shall appoint except in the case of a meeting convened by members in accordance with these Rules and in that case shall be signed by or have printed at the foot the names of the members convening the meeting.

53: **Alteration to Constitution and Rules**

Any of the Rules herein set forth may be altered, added to, varied, amended or rescinded only at an Annual General Meeting or an Extraordinary General Meeting of the members of the Club and any motion in respect thereof shall be passed by a majority of members present at such meeting and entitled to vote. Notice on such proposed alteration, addition, amendment or rescission shall be notified to members ten days before the date of the meeting.

Provided however that there shall be no amendment permitted to rule 4 (objects of the Club), Rule 5 (Income of the club) and 6 (Disposal of Funds on Winding Up) which affect the tax exempt status of the Club. The provisions and effect of this clause shall not be removed from this document and shall be included and implied to any document replacing this document.