



# Royal Auckland and Grange Golf Club Incorporated

Signed by three members:

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# ROYAL AUCKLAND AND GRANGE GOLF CLUB INCORPORATED

## GENERAL

### PART 1 - PRELIMINARY

#### 1 BACKGROUND

##### ***Amalgamation***

- 1.1 On 16 February 2015 Royal Auckland Golf Club Incorporated and The Grange Golf Club Incorporated entered into the Amalgamation Agreement whereby, subject to fulfilment of various conditions precedent, the two clubs would form an amalgamated club.
- 1.2 The Amalgamation Agreement had previously been duly approved and authorised by a requisite majority of members of both the Royal Auckland Golf Club Incorporated and The Grange Golf Club Incorporated at respective Special General Meetings on 18 November 2014.
- 1.3 On 11 May 2015 and in terms of the Amalgamation Agreement (all conditions precedent having been fulfilled or waived) the Amalgamation duly became operative whereupon the assets of The Grange Golf Club Incorporated and the liabilities of that entity were duly passed to and assumed by the Royal Auckland Golf Club Incorporated, members of The Grange Golf Club Incorporated at that point became members of Royal Auckland Golf Club Incorporated, and an interim set of rules (to be applicable during a planning phase in terms of the Amalgamation Agreement) came into operation.
- 1.4 Royal Auckland Golf Club Incorporated, the ongoing vehicle for the amalgamation, has subsequently changed its name to Royal Auckland and Grange Golf Club Incorporated.
- 1.5 The planning phase provided for in the Amalgamation Agreement had been duly substantially concluded by September 2017 and with effect from 1 October 2017 (and as approved by the requisite majority of Members at a general meeting of the Club on 4 April 2017) a fresh set of rules ("the 2017 Rules") came into operation in replacement of the interim set of rules referred to in clause 1.3.

##### ***Governance Review and Incorporated Societies Act 2022***

- 1.6 At the Club's 2020 Annual General Meeting, the Members resolved to seek a review of the governance of the Club. The outcome was a report by a governance review group which report was followed by consultations within the Club's membership as to the report's recommendations.
- 1.7 As an independent matter, Parliament has enacted the Incorporated Societies Act 2022 and although as at December 2022 this Act had yet to come into force, it prescribes a series of changes to the law governing incorporated societies generally and calls for reregistration of existing incorporated societies within a specified time.

- 1.8 As a consequence of the matters referred to in Rules 1.6 and 1.7 the Club at an Annual General Meeting on 14 December 2022 adopted a fresh set of Rules (“the 2022 Rules”).
- 1.9 Following the adoption of the 2022 Rules various further amendments or refinements have been developed and these are all duly included in this presentation of the Rules.

## 2 **THESE RULES**

- 2.1 These Rules, having been duly approved and adopted by a General Meeting of the Club on [ ] December 2023 will come into operation on the later of 1 January 2024 and the date of their registration under the Act.

## 3 **INTERPRETATION**

- 3.1 In these Rules the following words and expressions have the meanings indicated unless the context requires otherwise:
- (a) *1908 Act* means the Incorporated Societies Act 1908.
  - (b) *2022 Act* means the Incorporated Societies Act 2022.
  - (c) *Act* means either the 1908 Act or the 2022 Act as the case may be.
  - (d) *Amalgamation* means the amalgamation of the Royal Auckland Golf Club Incorporated and The Grange Golf Club Incorporated, pursuant to the Amalgamation Agreement.
  - (e) *Amalgamation Agreement* means the amalgamation agreement entered into by the Royal Auckland Golf Club Incorporated and The Grange Golf Club Incorporated dated 16 February 2015.
  - (f) *Chief Executive* means the person appointed under Rule 18.
  - (g) *Club* means Royal Auckland and Grange Golf Club Incorporated.
  - (h) *Committee* means the committee provided for in Rule 9.3.
  - (i) *CPI* means Consumer Price Index (all classes) as published from time to time by the New Zealand Department of Statistics.
  - (j) *Disciplinary Committee* means the committee provided for in Rule 35.1.
  - (k) *Eligible Voting Members* means Members entitled to vote at any General Meeting.
  - (l) *Financial Year* means the period from the 1st day of October in a year to the 30th day of September in the following year.

- (m) *General Meeting* means an annual general meeting or special general meeting of the Club in terms of these Rules.
- (n) *Members* means members of the Club.
- (o) *Nominations Committee* means the committee provided for in Rule 12.
- (p) *Rules* means, after their coming into operation in terms of Rule 2.1, these rules.
- (q) *Women's Golf Committee* means the committee provided for in Rule 16.
- (r) *Women's Annual Meeting* means the meeting provided for in Rule 17.1(c).

3.2 Subject only to the Act, all decisions made by the Committee in respect of the interpretation and implementation of these Rules shall be conclusive and binding on all Members.

#### 4 **NAME**

The name of the Club is Royal Auckland and Grange Golf Club Incorporated.

#### 5 **COMPOSITION OF THE CLUB**

##### **Membership**

- 5.1 The Club shall from time to time comprise no fewer than 25 persons who have been admitted to membership of the Club in accordance with these Rules.
- 5.2 All categories of membership shall be open to persons of any gender.
- 5.3 New Members shall be elected to the Club in accordance with these Rules.

##### **Register of Members**

- 5.4 The Chief Executive shall keep a register of Members which shall include each Member's:
  - (a) name;
  - (b) postal address, email address, or both;
  - (c) contact telephone number;
  - (d) date of birth;
  - (e) the date the person became a Member; and
  - (f) such other information as the Committee may from time to time determine.
- 5.5 If a Member's name, address details or contact telephone number changes, the Member must notify the Chief Executive who will update the register accordingly.

5.6 The register shall not be made available to any person whether or not that person is a Member without the prior approval of the Committee.

## **6 PURPOSES**

6.1 The purposes of the Club are:

- (a) to provide a golf course, a clubhouse and associated facilities for the use and enjoyment of Members and consistent with Rule 6.3;
- (b) to promote and foster the game of golf;
- (c) to promote and foster sporting and family fellowship amongst Members and their families; and
- (d) to develop and provide other facilities and amenities for the use and enjoyment of Members and consistent with Rule 6.3.

6.2 All of the purposes set out in Rule 6.1 shall be primary, and none of them shall be regarded as secondary or ancillary purposes.

6.3 The overarching objective of the Amalgamation was to develop and establish for the long term the premier golf club and golfing facility within the Auckland region and comparable with the best metropolitan golf clubs in Australasia.

6.4 In achieving the foregoing purposes and objective there are the further continuing overarching objectives, as follows:

- (a) The Course – to maintain a premier golf course and practice facilities consistent with Rule 6.3 which meet the present and likely future needs of the Members and which will provide enduring challenge and pleasure to golfers of all ages and talents (both men and women);
- (b) Membership – to ensure continuance of a strong sustainable and compatible membership (both men and women) with on-going inflows of new and younger members consistent with maintaining reasonable course access;
- (c) Financial Stability – to ensure financial prudence and stability for the long term in conjunction with excellence in governance and management; and
- (d) Values –to achieve and maintain a cohesive club spirit within the membership and the due maintenance of standards consistent with Rule 6.3.

## **7 POWERS**

7.1 The Club shall have the following specific powers:

- (a) to acquire and hold real and personal property;
- (b) to invest moneys in securities and other assets;



- (c) to sell or otherwise dispose of real and personal property;
- (d) to enter into or grant leases and bailments of real and personal property;
- (e) to enter into contracts, arrangements , understandings or commitments;
- (f) to enter into joint ventures;
- (g) to borrow or otherwise raise money;
- (h) to enter into guarantees and indemnities;
- (i) to grant security over all or any assets of the Club;
- (j) to grant or issue debentures with or without security;
- (k) to obtain and hold licences for the disposal of liquor;
- (l) to obtain and hold any other licences; and
- (m) to exercise such other powers as may be appropriate for the furtherance of the purposes of the Club.

7.2 All of the powers set out in Rule 7.1 shall be primary, and none of them shall be regarded as secondary or ancillary.

## **8 RULES OF PLAY**

8.1 The rules of play on the course shall be the Rules of Golf as approved from time to time by the Royal and Ancient Golf Club of St Andrews save as modified from time to time by local rules.

8.2 Local rules shall be determined from time to time by the Committee.

8.3 All matches and competitions for men's play and for mixed play on the course shall be under the control of the Committee.

8.4 All matches and competitions for women's play on the course shall be under the control of the Women's Golf Committee.

## **PART 2 – OFFICERS AND MANAGEMENT**

### **9 CLUB OFFICERS**

9.1 The Committee may at its discretion from time to time appoint a Patron of the Club.

9.2 The Club shall have the following Presidents and Vice Presidents:

- (a) two Presidents (of whom one shall be a woman and the other a man); and

(b) two Vice Presidents (of whom one shall be a woman and the other a man).

9.3 The Club shall have a Committee comprised of the following:

(a) a Captain (either a woman or a man);

(b) a Women's Golf Captain (who shall be a woman); and

(c) seven Committee Members (additional to the Captain and Women's Golf Captain) comprised and elected in accordance with Rule 10.

9.4 The Committee (including for the purpose of this Rule the Captain and the Women's Golf Captain) shall comprise at least three men Members and three women Members.

## 10 **APPOINTMENT OF CLUB OFFICERS**

10.1 The Presidents, the Vice Presidents, the Captain, the Women's Golf Captain and the seven Committee Members shall all be elected by the Members at the Annual General Meeting.

10.2 Where nominations for any role or office do not exceed the relevant vacancies then the chairperson of the meeting may declare the relevant nominees duly elected.

10.3 When nominations for a particular role or office exceed the number of vacancies then a ballot shall be conducted during the course of the relevant meeting.

10.4 Should the outcome of such a ballot in the case of elections for the Committee result in fewer than three men or fewer than three women on the ongoing Committee as prescribed in Rule 9.4, then a casual vacancy or vacancies shall be declared to the extent appropriate (to be filled at the discretion of the ongoing Committee in accordance with Rule 11.8) and those elected to the relevant vacancies shall be those receiving at the ballot the greatest number of votes.

10.5 Members elected to the Committee at the Club's 2022 Annual General Meeting shall hold office for three years (notwithstanding that the Rules governing their election provided for a term of two years).

## 11 **GENERAL**

11.1 All officers of the Club (other than the Patron and the Chief Executive) shall at the time of their appointment be Members who enjoy the rights and privileges of Seven Day, Six Day, or Five Day membership, or are Life Members, and no person may take office as an officer whilst disqualified from being appointed as an officer of a society under the Act.

11.2 The office of any officer is vacated if the term of appointment of that officer expires or if the person holding that office:

(a) dies or becomes mentally incapacitated;

- (b) becomes disqualified from holding office as an officer of a society under the Act;
  - (c) resigns that office by signing a written notice of resignation and delivering it to the Club's registered address, the notice being effective when it is received at that address or at a later time specified in the notice;
  - (d) ceases to continue to be a Member; or
  - (e) in the case of the Chief Executive, otherwise ceases to hold that position.
- 11.3 Save as provided in Rule 11.4, officers of the Club shall take office at the conclusion of the General Meeting of their election or appointment and shall hold office until the conclusion of the following Annual General Meeting.
- 11.4 Committee members (other than the Captain and the Women's Golf Captain) shall hold office for three years so that each shall retire at the conclusion of the third Annual General Meeting following their election. A retiring Committee member shall be eligible for re-election.
- 11.5 No person shall be elected or re-elected as an officer at an Annual General Meeting unless:
- (a) that person has been nominated for that office by the Nominations Committee as contemplated by Rule 12 at least 21 days before the Annual General Meeting; or
  - (b) that person has been nominated and seconded for that office at least seven days before the Annual General Meeting on a nomination form posted on a notice board in the Clubhouse.
- 11.6 Nominators and seconders of candidates for office in terms of Rule 11.5(b) shall be Members who are entitled to the rights and other privileges of Seven Day, Six Day, or Five Day membership, or who are Life Members, Senior Members or Senior Limited Members.
- 11.7 The Committee shall ensure that nominations of officers to be elected or re-elected are called at least 21 days before the Annual General Meeting and remain open until at least seven days before that meeting.
- 11.8 Should a casual vacancy arise at any time amongst the officers then the Committee or its remaining members, after due consultation with the Nominations Committee, may appoint another eligible Member to fill the casual vacancy until the next Annual General Meeting, subject nevertheless to the requirements of Rule 9.4.

## 12 **NOMINATIONS COMMITTEE**

- 12.1 The Club shall have as a standing committee a Nominations Committee whose primary responsibilities shall be to make nominations in terms of Rule 11.5 in advance of each Annual General Meeting of candidates to be considered at that

General Meeting for election in accordance with these Rules and to make any recommendation contemplated by Rule 12.5.

12.2 The composition of the Nominations Committee from time to time shall be:

- (a) the two Presidents;
- (b) one Member who has previously served as Captain of the Club or either of its predecessor clubs;
- (c) three persons who are widely respected Members who have not ever served as Captain of the Club or either of its predecessors clubs and have not been a member of the Club's Committee during any part of the 3 years preceding appointment to the Nominations Committee;
- (d) the Captain; and
- (e) the Women's Golf Captain.

12.3 The Committee shall from time to time determine which Members shall fill the positions under paras (b) and (c) of Rule 12.2 and in making such appointments the Committee shall have due regard to continuity within the Nominations Committee.

12.4 In making its nominations as contemplated by Rule 12.1, the Nominations Committee shall consider such recommendations and expressions of interest as to prospective candidates as have been conveyed to it, shall consider the needs of the Club and longer term succession planning for the captaincy and the Committee and shall have due regard to the skills, attributes and experience of the candidates in conjunction with the span of skills desirable for the Committee.

12.5 Should a casual vacancy of any office arise then the Nominations Committee shall make a recommendation to the Committee for the filling of that casual vacancy.

12.6 One of the persons appointed in terms of Rule 12.2(c) shall act as Chair of the Nominations Committee. The Captain and the Women's Golf Captain shall be non-voting should voting on the part of the Nominations Committee arise. Otherwise the Nominations Committee shall be at liberty to determine its own procedure.

### 13 **POWERS OF COMMITTEE**

13.1 The Committee, under the leadership of the Captain (having been elected directly to that office at an Annual General Meeting) shall control and manage all commercial and operational and developmental matters of the Club.

13.2 In carrying out its responsibilities the Committee may exercise all or any of the following powers:

- (a) to regulate and determine times and conditions for play by Members (including differing times and conditions of play for differing categories of Members);

- (b) to determine when the course and/or the clubhouse may be wholly or partly unavailable to Members;
- (c) to determine numerical limits on the numbers of Members for the various categories of membership;
- (d) to establish and regulate policies and procedures for transfers between categories of membership and for waiting lists for categories of membership;
- (e) to determine which Members may represent the Club in all representative teams, having regard to playing rights, other than in the case of events held under the auspices of Auckland Golf, for which Members will be permitted to represent the Club in events that align with their membership categories;
- (f) to determine which categories of membership have reciprocal rights with other golf clubs;
- (g) to appoint Members to the Nominations Committee as provided for in Rule 12.3, the Disciplinary Committee provided for in Rule 35 and any sub-committee constituted in terms of Rule 14;
- (h) to acquire any real or personal property on behalf of the Club;
- (i) to mortgage, charge or grant any other form of security whatsoever over the property of the Club;
- (j) to build and maintain buildings, fences, machinery or other works of the Club;
- (k) to enter into or grant leases and bailments of real and personal property of the Club;
- (l) to sell or otherwise dispose of any real or personal property which in the opinion of the Committee is no longer required for the operation of the Club, but the completion of the sale or other disposal of such property shall be subject to Rule 13.3;
- (m) to enter into any contracts, arrangements, understandings or commitments on behalf of the Club;
- (n) to appoint delegates of the Club to the Auckland District Golf Association and the Auckland Ladies' District Golf Association;
- (o) to provide a Common Seal for the Club and authorise its affixing to instruments in accordance with Rule 42;
- (p) to control and invest the Club's funds in such manner as the Committee deems fit;
- (q) to make by-laws governing any aspect of the Club's operations;

- (r) to enter into guarantees and indemnities;
- (s) to grant or issue debentures with or without security;
- (t) to obtain and hold licences for the disposal of liquor;
- (u) to obtain and hold any other licenses;
- (v) to delegate to sub-committees and to the Women's Golf Committee;
- (w) to exercise such other powers as may be appropriate for the furtherance of the purposes of the Club; and
- (x) to exercise such other powers as contemplated by these Rules or as may be appropriate.

13.3 Notwithstanding Rules 13.1 and 13.2 the Committee shall not complete any transaction of the kind described in this clause unless such transaction has first been approved at a General Meeting of the Club:

- (a) the sale or other permanent disposal of land for a sale price or value (including GST) exceeding 100% of the aggregate of the annual subscription income of the Club; or
- (b) a commitment of a capital nature (including GST), whether for land, buildings, plant or equipment, exceeding 200% of the aggregate of the annual subscription income of the Club; or
- (c) a borrowing from an external source for a sum exceeding 200% of the aggregate of the annual subscription income of the Club.

13.4 For the avoidance of doubt, a financial lease in respect of plant and equipment for use in the course of the Club's customary activities shall not constitute either a commitment of the kind described in Rule 13.3(b) or a borrowing of the kind described in Rule 13.3(c).

13.5 For the purposes of Rule 13.3 the annual subscription income shall be the aggregate of annual subscriptions (inclusive of GST) paid or payable by Members in terms of Rule 29 at the time of entry into the relevant transaction.

13.6 The Committee shall as soon as practicable after the promulgation of regulations under the 2022 Act seek re-registration of the Club in accordance with the 2022 Act.

13.7 Upon re-registration of the Club under the 2022 Act:

- (a) the Club may indemnify its officers and employees and may effect insurance for such indemnification to the maximum extent permitted by the 2022 Act (including those matters contemplated by Section 98); and

- (b) in the event that a Member makes a request for information in terms of section 80 of that Act then the Committee may determine whether a charge should become payable relative to responding to that request and the level of that charge.

#### 14 **SUB-COMMITTEES**

- 14.1 The Committee may appoint Members of the Club to form a sub-committee for any purpose it deems appropriate.
- 14.2 A sub-committee shall not be given any control over the assets or finances of the Club and must confer with the Committee upon any matters of expenditure other than to the extent specifically determined by the Committee.
- 14.3 A sub-committee must report back to the Committee periodically at such intervals as the Committee may determine.

#### 15 **PROCEEDINGS**

- 15.1 The Committee shall meet for the determination of Club business at least six times each year at such times and dates as may be determined by the Committee.
- 15.2 The Captain shall be chairperson at all meetings of the Committee. In the absence of the Captain or of any other member of the Committee proposed by the Captain to act as the chairperson, those members of the Committee present at the meeting shall elect a chairperson for that meeting.
- 15.3 The quorum for meetings of the Committee shall be five.
- 15.4 If at any meeting of the Committee there are insufficient numbers to form a quorum, the chairperson shall adjourn the meeting to such later date as the chairperson fixes.
- 15.5 Unless otherwise stated in these Rules decisions of the Committee shall be by a simple majority of all the members of the Committee who are present or participating and voting. In the case of a tied vote the chairperson shall, in addition to a deliberative vote as a member of the Committee, have a casting vote.
- 15.6 For the purpose of these Rules the contemporaneous linking together by telephone or other means of instantaneous audio (or audio and visual) communication of a number of the members of the Committee not less than the quorum provided in Rule 15.3 shall be deemed to constitute a meeting of the Committee, and all the provisions in these Rules as to meetings of the Committee shall apply to such meetings.
- 15.7 A resolution in writing signed by a majority of the members of the Committee shall be as valid and effectual as if it had been passed at a meeting of the Committee duly convened and held. Any such resolution may consist of several documents in the like form, each signed by one or more members of the Committee. A facsimile or electronic copy of a signed document purporting to have been sent by a member of

the Committee shall be deemed for the purpose of this Rule to be a document signed by that member of the Committee.

15.8 As soon as a member of the Committee becomes aware that they are interested in a transaction or proposed transaction with the Club then that member must disclose that interest to the Committee.

15.9 Where a member of the Committee has a financial interest in a transaction or proposed transaction with the Club then they may not vote on a matter relating to that transaction or proposed transaction. However, that member may attend a meeting of the Committee at which a matter relating to the transaction arises, and be included among the members present at the meeting for the purpose of a quorum.

15.10 The Chief Executive will maintain an interests register of the Committee.

## **16 WOMEN'S GOLF COMMITTEE**

16.1 The Club shall have a standing committee, the Women's Golf Committee which shall comprise

- (a) the Women's Golf Captain; and
- (b) six women Members elected to the Women's Golf Committee at the Women's Annual Meeting.

16.2 The woman President shall be an ex officio member of the Women's Golf Committee.

16.3 The Chief Executive shall ensure that nominations for the Women's Golf Committee to be elected or re-elected are called at least 21 days before the Women's Annual Meeting and remain open until at least 7 days before that meeting.

16.4 The proceedings of the Women's Golf Committee shall be conducted in accordance with Rule 15 except that the chairperson shall be the Women's Golf Captain and the quorum shall be four.

## **17 RESPONSIBILITIES OF THE WOMEN'S GOLF COMMITTEE**

17.1 The Women's Golf Committee shall have the following specific responsibilities and powers:

- (a) to manage and regulate all women's matches and competitions;
- (b) to recommend the appointment of a women's golf manager whose duties (under the overall control and direction of the Chief Executive) will include the administration of all matters in relation to women's matches and competitions; and
- (c) to arrange and convene the Women's Annual Meeting for women Members in November or December in each year. Attendance at the Women's Annual



Meeting shall be open to all women Members. Only those women Members with voting rights in terms of these Rules shall be entitled to vote at the Women's Annual Meeting.

17.2 The Women's Golf Committee shall otherwise carry out such responsibilities and functions in relation to the women's membership as may be delegated to it by the Committee.

## 18 **CHIEF EXECUTIVE**

18.1 A Chief Executive shall be appointed by the Committee on such terms and at such remuneration as may be determined by the Committee.

18.2 The Chief Executive shall be responsible for the day-to-day management of the Club's affairs and activities in accordance with the policies and directions approved or determined by the Committee and shall carry out such other responsibilities as are from time to time delegated by the Captain. In particular, the Chief Executive shall:

- (a) maintain effective financial accounting and administrative procedures and practices for the Club;
- (b) present for approval by the Committee annual operating budgets for the Club;
- (c) report regularly to the Committee on the Club's financial position relative to the budget;
- (d) prepare draft annual financial statements for the Club for approval by the Committee prior to submission to the Annual General Meeting;
- (e) keep minutes of all resolutions and proceedings of General Meetings and Committee meetings;
- (f) ensure compliance by the Club with its statutory duties;
- (g) engage employees of the Club on terms and conditions approved by the Committee; and
- (h) manage and supervise the Club's employees.

18.3 The Chief Executive shall report in the first instance to the Captain and then, through the Captain, to the Committee and shall otherwise be subject to the direction of the Committee and shall perform all such other duties as the Committee may direct.

18.4 With effect from the date of re-registration of the Club under the 2022 Act:

- (a) the Chief Executive for the time being shall, for the duration of holding that office, become a member of the Committee additional to those provided for in Rule 9.3, and each successor to the office of Chief Executive shall likewise

become a member of the Committee whilst holding the office of Chief Executive;

- (b) such Chief Executive shall not have voting rights at meetings of the Committee, shall not be counted as part of the quorum for such meetings, shall not be counted when it comes to determine a majority for the purposes of Rules 15.5 and 15.7 or to apply Rule 10.4, and shall not participate in ballots in terms of Rule 23.1(b); and
- (c) such Chief Executive shall become the contact person for the Club for the purposes of the 2022 Act.

### **PART 3 – MEMBERSHIP**

#### **19 MEMBERSHIP CATEGORIES AND VOTING RIGHTS**

19.1 As from the date these Rules come into operation the categories of membership applicable are:

- (a) Seven Day Members;
- (b) Six Day Members;
- (c) Five Day Members;
- (d) Senior Members;
- (dd) Senior Limited Members;
- (e) Life Members;
- (f) Junior 1 Members;
- (g) Junior 2 Members;
- (h) Intermediate Members;
- (i) Country Members;
- (j) Corporate Members;
- (k) Non-playing Members;
- (l) Honorary Members;
- (m) Absentee Members.

19.2 In addition to their playing rights, Seven Day Members, Six Day Members, Five Day Members, Senior Members, Senior Limited Members and Life Members shall enjoy the following rights and privileges in relation to the Club:

- (a) the right subject to these Rules to participate as a Member in the management of the Club, including the right to propose and second motions, speak to and vote on motions at General Meetings;
- (b) the right subject to these Rules to nominate and second candidates for election as officers and to vote on the election of officers of the Club; and
- (c) the right (subject to Rules 22.4 and 23.3) to seek approval to the issue of nomination papers and to propose and second candidates for membership of the Club.

19.3 Intermediate Members shall have the right to propose, second or speak to and vote on motions at General Meetings.

19.4 The following categories of membership shall have no right to propose, second or vote on motions at General Meetings;

- (a) Junior 1 Members;
- (b) Junior 2 Members;
- (c) Country Members;
- (d) Corporate Members;
- (e) Non-playing Members;
- (f) Honorary Members; and
- (g) Absentee Members.

## 20 **PLAYING RIGHTS**

### **Seven Day Members**

20.1 Seven Day Members shall enjoy full playing rights.

### **Six Day Members**

20.2 Six Day Members shall enjoy the right to play every day other than Saturdays.

### **Five Day Members**

20.3 Five Day Members shall enjoy the right to play on weekdays (Monday – Friday).

### **Senior Members**

20.4 A Member who is 75 years of age or older who has been a Member of the Club or either of its predecessor clubs for a period of no less than 25 consecutive years shall be eligible to transfer to Senior Membership.

20.5 Senior Members shall enjoy the right to play on weekdays (Monday – Friday). This Rule 20.5 is subject to Rule 26.3 (relating to those who were Senior Members prior to 11 May 2015).

### **Senior Limited Members**

- 20.6 A Member who is 80 years or older who has been a Member of the Club or either of its predecessor clubs with playing rights for a period of no less than 10 consecutive years, shall be eligible to transfer to Senior Limited Membership.
- 20.7 Senior Limited Members shall enjoy the right to play on Mondays, Tuesdays and Thursdays on up to 20 occasions in each Financial Year and have such other access to the course as may be agreed with the Captain or the Chief Executive.

### **Life Members**

- 20.8 Life Members shall be longstanding Members who, in the opinion of the Committee, have rendered significant service to the Club or are otherwise worthy of the special recognition of life membership.
- 20.9 Life Members shall not be liable to pay an annual subscription.
- 20.10 Life Members shall enjoy full playing rights of Seven Day membership.

### **Junior 1 Members**

- 20.11 Members who are under the age of 18 years shall be eligible for Junior 1 membership.
- 20.12 Junior 1 Members shall enjoy the right to play every day other than Saturdays.
- 20.13 The Chief Executive or Director of Golf may, in their discretion, grant Junior 1 Members the right to play on a Saturday or Saturdays.

### **Junior 2 Members**

- 20.14 Members who are 18 – 25 years of age (inclusive) shall be eligible for Junior 2 membership.
- 20.15 Junior 2 Members shall enjoy the right to play every day other than Saturdays.
- 20.16 The Chief Executive or Director of Golf may, in their discretion, grant Junior 2 Members the right to play on a Saturday or Saturdays.

### **Intermediate Members**

- 20.17 Members who are 26 – 34 years of age (inclusive) shall be eligible for Intermediate membership.
- 20.18 Subject to Rule 20.17, Intermediate Members shall enjoy full playing rights.
- 20.19 The Committee shall have the power to introduce sub-categories of Five Day Intermediate, Six Day Intermediate and Seven Day Intermediate membership.

### **Country Members**

- 20.20 Members who in the opinion of the Committee customarily reside more than 100km by road from the Club's clubhouse shall be eligible for Country membership.

20.21 Country Members shall enjoy the right to play 6 rounds of golf per Financial Year on any day other than Saturdays.

#### **Corporate Members**

20.22 Corporate Members shall be Members described in Rule 24.

20.23 Corporate Members shall enjoy full playing rights of Seven Day membership.

#### **Non-playing Members**

20.24 Non-playing Members may play 3 rounds of golf per Financial Year upon payment of the Member guest green fee under Rule 40.4, but otherwise shall have no playing rights.

20.25 Save as provided in these Rules Non-playing Members shall otherwise be entitled to Club privileges.

#### **Honorary Members**

20.26 The Governor General shall be eligible to be an Honorary Member.

20.27 Honorary Members shall have full playing rights.

#### **Absentee Members**

20.28 Members may transfer to Absentee membership at the discretion of the Committee for a minimum of 6 months and a maximum of 12 months where that Member has a medical condition that adversely affects the Member's ability to exercise their playing rights.

20.29 At the end of the period for which the Member is an Absentee Member (being no more than 12 months) the Member must transfer to one of the playing membership categories or to Non-playing Membership. The Member will have the right to transfer into the membership category he or she held prior to becoming an Absentee Member, unless the Member opts to transfer to Non-playing Membership.

20.30 Absentee Members shall have no playing rights.

#### **Competitions**

20.31 Members shall be entitled subject to numerical limits set by the Committee in its discretion to play in competitions as permitted by the playing rights of their membership categories. The Committee may, in its discretion, allow Members to play in competitions that fall outside their playing rights.

#### **Reciprocal Rights**

20.32 Access rights for all Members to other clubs with which the Club shares reciprocal arrangements will be in accordance with the policies of the club being visited.

### **21 ELECTION OF MEMBERS**

21.1 Seven Day Members, Six Day Members, Five Day Members, Intermediate Members, Country Members and Non-playing Members shall be elected in accordance with the approval and ballot procedures referred to in Rules 22 and 23.

- 21.2 Junior 1 Members, Junior 2 Members and Honorary Members shall be elected by the Committee.
- 21.3 A person shall be elected as a Life Member only at a General Meeting and following a prior recommendation by the Committee.
- 21.4 Corporate Members shall be elected in accordance with Rule 24 below.

## 22 **APPLICATION FOR CANDIDACY**

- 22.1 A Member seeking to propose a person for membership of the Club shall first seek nomination papers in accordance with the following procedure:
- (a) the intended nominator of the person shall apply to the Committee for its approval to the issue of nomination papers;
  - (b) such application shall be in writing and accompanied by such information as the Committee may seek;
  - (c) the Committee shall be at liberty to make such enquiries as it chooses in respect of the person; and
  - (d) the Committee shall have a complete discretion as to approval or otherwise to the issue of nomination papers in respect of the person and the Committee's decision shall be final.
- 22.2 A person shall become a candidate for election as a Member only after they have been proposed by one Member and seconded by another Member on approved nomination papers which have been issued by the Committee.
- 22.3 The proposer and seconder of a candidate must each have been entitled to the rights and privileges of Seven Day Members, Six Day Members, Five Day Members, Senior Members or Life Members for at least five years.
- 22.4 Neither the proposer nor the seconder of a candidate may be a member of the Committee.

## 23 **ELECTION**

- 23.1 The procedure for electing a proposed candidate as a Member shall be as follows:
- (a) the name of the candidate together with the names of the proposer and the seconder shall be posted on a notice board at the clubhouse for at least 14 days;
  - (b) after such posting on a notice board the candidate shall be subject to election by ballot by the Committee at the first Committee meeting after the expiry of the posting;

- (c) the candidate shall be elected only if not less than 80% of the votes cast are in favour; and
  - (d) if fewer than five votes are cast then the ballot shall be ineffective and shall be re-conducted at the next following meeting.
- 23.2 The procedure for approval and ballot of candidates shall otherwise be determined from time to time by the Committee.
- 23.3 No candidate who has been rejected at a ballot shall again be proposed until the expiry of [three years] from the date of rejection.
- 23.4 No elected candidate shall be deemed to be a Member of the Club until first that candidate's entrance fees and initial subscription have been duly paid and secondly such candidate has consented in writing or by email to becoming a Member.
- 23.5 If any candidate fails to consent to becoming a Member or fails to pay the entrance fees and initial subscription within one month from the date of election or such further time as the Committee may allow then the election of such candidate shall be void.

## 24 **CORPORATE MEMBERSHIP**

- 24.1 A Member who has been elected under any previous rules of the Club relating to Corporate Membership of the Club shall not be required to pay annual subscriptions.
- 24.2 Such a Member shall however remain liable for any other levies or payments required by the Club from time to time including competition fees, insurance, locker rent and levies of New Zealand Golf Incorporated and Auckland Golf Incorporated.
- 24.3 The rights and obligations provided for in the previous rules of the Club shall continue to apply to Corporate Members elected pursuant to those rules and to the company or organisation that nominated that Member.
- 24.4 The Committee may at its discretion offer Corporate Memberships such that there are no more than 10 Corporate Memberships at any one time (or such greater number as the Members in General Meeting approve) on the following terms:
- (a) The Committee may offer to such companies or organisations as the Committee may determine the right for each of them for the duration and on the terms and conditions as the Committee may determine to nominate from time to time one person for immediate Seven Day membership of the Club;
  - (b) The fee for such a Corporate Membership shall be such sum and on such payment terms as the Committee may at any time determine. The term of such Corporate Membership shall be such period as the Committee may determine;
  - (c) A person nominated for Seven Day membership under this Rule shall be the chief executive or another senior executive of such company or organisation

(unless the Committee in a particular case otherwise approves). Each person so nominated shall be subject to proposal, seconding and election as Member in accordance with the approval and ballot procedure referred to in Rules 22 and 23;

- (d) A person nominated by a company or organisation under this Rule and duly elected as a Member shall have the rights and privileges of a Seven Day Member. Corporate nominees shall not be liable for entrance fees under Rule 28 nor for annual subscriptions under Rule 29. Corporate nominees shall, however, remain liable for other levies or payments required by the Club including competition fees, insurance, locker rent and levies of New Zealand Golf Incorporated, Auckland Golf Incorporated and like organisations;
- (e) Should a company or organisation exercise its right to nominate a person for Seven Day membership whilst an earlier nominee continues to be a Seven Day Member, or the right of a company or organisation under this Rule expires whilst its nominee is a Seven Day Member under this Rule, then the Committee in its absolute discretion shall decide what category of membership, if any, will be offered to the nominee. Upon being offered membership by the Committee, the former nominee shall pay the normal entrance fee at the time for the category of membership offered. The Committee may in its discretion in special circumstances waive or refund all or part of the entrance fee payable by the former nominee;
- (f) If the nominee of a company or organisation is not duly elected as a Member as provided in sub-clause (c) of this Rule then the rights of the company or organisation under this Rule may be terminated either by the company or organisation, or by the Club. If the Corporate Membership is terminated the Club will refund a pro-rata fractional part of the Corporate Membership fee for each unexpired year of the Corporate Membership term; and
- (g) In other respects matters relating to the rights of a company or organisation under this Rule shall be determined at the discretion of the Committee in a manner not inconsistent with this Rule.

24.5 For the avoidance of doubt, nothing in Rules 24.1 to 24.4 shall apply to former corporate members of the former, but now liquidated, The Grange Golf Club Incorporated.

## 25 **TRANSFERS**

25.1 A Member may at any time by notice in writing to the Chief Executive seek a transfer from one category of membership to another category of membership.

25.2 Decisions as to such requests shall be solely at the discretion of the Committee.

25.3 Unless the request for transfer to another category of membership has been received by the Chief Executive by the 31st day of August in any year the transfer shall not take effect until the next following Financial Year.



## 26 OTHER MEMBERSHIP PROVISIONS

### **Historic Subscriptions for life**

- 26.1 A Member who has paid an advance subscription for life under the previous rules of the Club shall not be required to pay annual subscriptions.
- 26.2 Such a Member shall however remain liable for any calls, levies or payments required by the Club from time to time including competition fees, insurance, locker rent, levies of New Zealand Golf Incorporated and Auckland Golf Incorporated and other like organisations.

### **Senior Membership**

- 26.3 Notwithstanding Rule 20.5, Members:
- (a) who as at 11 May 2015, were Middlemore Senior Long-Term Playing Members pursuant to the rules applicable at that date; or
  - (b) who as at 11 May 2015 had attained 75 years of age and had been a Member of either of the Club's predecessor clubs for not less than 25 consecutive years;

shall be entitled to Senior Membership in terms of these Rules, and may elect, during the continuance of their Senior Membership, to enjoy either seven day or six day playing rights. For the avoidance of doubt, this provision is grandfathered and will not extend to long-standing Members who have transferred to Senior Membership after 11 May 2015 or may so transfer to Senior Membership after the date these Rules come into operation.

### **Subscriptions for life (2023 Issue)**

- 26.4 The Committee may at its discretion accept from Members of any membership category or former Members up to 20 applications in total, or such greater number as is approved by the members in General Meeting from time to time, to pay an advance subscription for life of \$150,000 plus GST (or such lesser amount as the Committee may approve) per Member, and the following terms shall apply:
- (a) Applicants under this Rule shall be over the age of 65 years;
  - (b) Upon payment of the subscription for life contemplated by this Rule, each Member whose application has been accepted by the Committee shall be relieved for the balance of their lifetime from the payment to the Club of any further annual subscriptions under Rule 29. However, the Member shall remain liable for annual levies under Rule 30.1 and any levy or call under Rule 31;
  - (c) The Club shall be under no obligation to repay or refund any portion of the subscription for life to a Member who resigns or seeks to change their category of membership or who dies;

- (d) Nett proceeds received by the Club from applications for Subscriptions for Life under this Rule shall be set aside by the Committee to be deployed exclusively on capital improvements to the Club's assets and facilities; and
- (e) In other respects matters relating to the subscriptions for life under this Rule shall be determined at the discretion of the Committee in a manner not inconsistent with this Rule.

## **27 RESIGNATION AND CESSATION**

- 27.1 A Member may at any time resign by giving notice in writing to the Chief Executive and by paying all moneys owing to the Club at that time.
- 27.2 Unless a resigning Member gives notice to the Chief Executive by the 31st day of August they shall be liable for the subscription for the whole of the then ensuing Financial Year.
- 27.3 Membership of the Club will otherwise cease upon:
  - (a) the death of the Member;
  - (b) the cancellation of the Member's membership pursuant to Rule 29.5; or
  - (c) the termination of the Member's membership pursuant to Rule 35.6(h).

## **PART 4 – ENTRANCE FEES, ANNUAL SUBSCRIPTIONS AND LEVIES**

### **28 ENTRANCE FEES**

- 28.1 Unless provided otherwise in these Rules, entrance fees shall be payable by all Members elected to the Club.
- 28.2 The entrance fees shall be as fixed from time to time by the Committee.
- 28.3 The Committee may in its discretion in special circumstances waive or refund all or any part of the entrance fee payable by a Member.

### **29 ANNUAL SUBSCRIPTIONS**

- 29.1 All Members other than Life Members, Corporate Members referred to in Rule 24.1, Honorary Members and Members who have pre-paid their subscriptions for life under Rule 26.1 or Rule 26.4(b) shall be liable to pay an annual subscription.
- 29.2 Annual subscriptions for the respective membership categories for the Financial Year ending 30 September 2024 have been determined by the Committee.
- 29.3 Annual subscriptions for subsequent years for the respective membership categories shall be determined as follows:

- (a) if increases in any annual subscription do not exceed CPI plus 2% then such subscriptions may be determined by the Committee; and
- (b) if increases in any annual subscription should exceed CPI plus 2% then such subscription shall be approved by a General Meeting.

- 29.4 The Committee may determine whether annual subscriptions may be paid in instalments and their dates for payment.
- 29.5 The Committee may charge an additional sum in the case of a late payment. If any Member fails to pay the annual subscription or the first instalment by the 1st day of November in any year or fails to pay any subsequent instalment by its date for payment or fails to pay by due date any other financial obligation to the Club that Member shall, upon written notice being sent by the Chief Executive, cease to enjoy any of the privileges of membership until all arrears have been duly paid. The Committee shall have the power to cancel a Member's membership where any portion of their subscription remains unpaid after formal notice calling for payment.
- 29.6 No Member may take part in any competition while any portion of their annual subscription or any other financial obligation to the Club is in arrears. A Member in arrears shall be immediately disqualified from a competition regardless of whether an entrance fee for the competition had been paid or not.
- 29.7 No Member may vote at a General Meeting if any portion of their annual subscription or other financial obligation to the Club is in arrears. Nor may any such Member seek the issue of nomination papers, or nominate or second a candidate for membership.

## **30 ANNUAL LEVIES**

- 30.1 Each Member shall, in addition to their subscription, pay annually, as appropriate, the amount levied by those national and district Golf Associations as have jurisdiction over the Members.

## **31 CALLS/LEVIES**

- 31.1 On the recommendation of the Committee the Members may determine by resolution in General Meeting that a call or levy be made on Members or any category of Members.
- 31.2 Any such resolution must specify the amount or amounts of the call or levy payable, by whom it is payable and the terms of payment.

## **PART 5 – GENERAL MEETINGS**

### **32 ANNUAL GENERAL MEETINGS**

- 32.1 An Annual General Meeting of the Club shall be held not later than the 14th day of December in each year.

- 32.2 The purpose of the Annual General Meeting shall be to consider the annual report and the annual financial accounts, to elect such officers as are to be elected in accordance with these Rules, to fix annual subscriptions if necessary pursuant to Rule 29.3(b), and to deal with any other business of the Club as required by the Act or as specified in the notice convening the meeting.
- 32.3 A Member wishing to put any motion before the Annual General Meeting must give notice in writing to the Chief Executive at least 21 days before the meeting.
- 32.4 The Chief Executive shall at least 14 days prior to the Annual General Meeting send by post, or email, where a Member has provided the Club with their email address, to all Members except Non-Playing Members and Junior Members, a notice of the meeting and the business intended to be transacted, a copy of the annual report and annual financial accounts to be considered by the meeting, and such other information as is required under the Act.

### **33 SPECIAL GENERAL MEETING**

- 33.1 A Special General Meeting of the Club may be called by the Committee at any time it deems necessary.
- 33.2 Not less than 5% of the Eligible Voting Members may by written notice to the Chief Executive request that the Committee convene a Special General Meeting of the Club, such notice to the Chief Executive to set out the nature of the business sought to be discussed at the meeting and the text of any motions to be put before that meeting. It shall be at the discretion of the Committee as to whether or not a Special General Meeting should be convened in response to such a request.
- 33.3 Should a request of the kind referred to in Rule 33.2 have the written support of not less than 25% of the Eligible Voting Members, then the discretion of the Committee referred to in Rule 33.2 shall cease to apply and it shall be incumbent on the Committee to duly convene a Special General Meeting at an appropriate venue and within a reasonable time.
- 33.4 The Chief Executive shall at least 14 days prior to the Special General Meeting send by post, or email, where a Member has provided the Club with their email address, to all Members except Non-Playing Members and Junior Members a notice of the meeting and the business intended to be transacted.
- 33.5 Only business specified in the notice convening the meeting may be transacted at the Special General Meeting.

### **34 PROCEEDINGS AT GENERAL MEETINGS**

- 34.1 The quorum for a General Meeting shall be 5% of the Eligible Voting Members present in person.
- 34.2 Any General Meeting at which there are an insufficient number of Members present in person to form a quorum shall be adjourned and shall be reconvened within one month of adjournment.

- 34.3 One of the Presidents shall be the chairperson of a General Meeting and in the absence of a President the Members present may appoint another officer of the Club to act as chairperson and in the absence of any officers of the Club, the Members present shall appoint a chairperson.
- 34.4 Every Eligible Voting Member present in person at a General Meeting shall have one vote.
- 34.5 Voting at a General Meeting shall be on the voices or by a show of hands (as the chairperson shall determine) and unless otherwise stated in these Rules shall be by a simple majority of Eligible Voting Members present in person and voting.
- 34.6 The chairperson or any 25 or more Eligible Voting Members present in person may demand that voting take place by way of a ballot.
- 34.7 In the case of a tied vote the chairperson shall, in addition to their own vote as a Member, have a casting vote.

## **PART 6 - MISCELLANEOUS**

### **35 DISCIPLINARY COMMITTEE**

- 35.1 The Committee shall constitute as a standing Committee a Disciplinary Committee comprised of the two Presidents and two other long standing senior Members appointed from time to time by the Committee. The Disciplinary Committee shall have the following responsibilities:
- (a) to investigate and determine any complaint relating to misconduct or alleged misconduct of any Member and referred to it by the Captain, the Committee or the Chief Executive;
  - (b) to hold and conduct such hearing or hearings as may be appropriate; and
  - (c) where the Disciplinary Committee determines that misconduct on the part of any Member has occurred, then to impose such penalties for such misconduct as it thinks fit and appropriate.
- 35.2 For the purpose of this Rule 35, misconduct of a Member includes:
- (a) conduct that violates these Rules;
  - (b) conduct that violates any Club bylaw;
  - (c) conduct that is unsportsmanlike or contrary to the spirit of the game of golf;
  - (d) conduct that brings the game of golf into disrepute;
  - (e) disregarding the dress codes of the Club;

- (f) behaving on the course, on the practice ground or in the clubhouse or in its vicinity in a manner detrimental to the interests of the Club;
- (g) any conduct that is contrary to the interests of the Club and its Members;
- (h) being convicted of a serious criminal offence or an offence involving dishonesty; and
- (i) being adjudicated bankrupt or making a general composition with their creditors.

35.3 When a complaint is referred to the Disciplinary Committee the Chief Executive shall notify the Member the subject of the complaint the nature and particulars of the relevant complaint.

35.4 The Member in question may make written submissions to the Disciplinary Committee and in addition may come before the Disciplinary Committee to discuss the complaint and present oral submissions.

35.5 Pending the consideration of the complaint, the Disciplinary Committee may suspend the Member concerned from participating in any Club event, and from playing at the Club, or may limit them as to playing rights or other enjoyment of the Club's facilities where it considers such suspension is appropriate.

35.6 After it has considered the subject matter of the complaint and any submissions made by the Member and any complainant, the Disciplinary Committee may, where it considers that one of the grounds of misconduct in Rule 35.2 above has been made out, impose such one or more of the following penalties as it thinks fit and appropriate having regard to the nature of the misconduct:

- (a) a written warning and/or reprimand;
- (b) removal from a Club team or any Club office held by the Member, indefinitely or for a finite period;
- (c) suspension from some or all Club activities and representation, for a finite period;
- (d) suspension of the Member's playing rights for a finite period;
- (e) limitation of the Member's playing rights for a finite period;
- (f) declaration that the Member is ineligible for selection to any Club representative team or any Club competition, indefinitely or for a finite period;
- (g) removal of a Club handicap for a finite period;

- (h) termination of the Member's membership of the Club including the removal of the Member from Dot Golf or any replacement instituted by New Zealand Golf;
- (i) an order for the payment of restitution for any damage done to the property of the Club or of any person;
- (j) an order for the payment of costs to meet or contribute towards the Club's costs in relation to the misconduct; or
- (k) any combination of the penalties set out in clauses (a) to (j) above, and any other penalty the Committee deems reasonable or appropriate in the circumstances.

35.7 During the course of investigation and determining a complaint, the Disciplinary Committee shall conduct its procedures consistent with the rules of natural justice and may otherwise determine its own procedure.

35.8 The findings of the Disciplinary Committee (and any penalties imposed by it) shall be final.

35.9 The Committee may accept the resignation of a Member who is subject of a determination by the Disciplinary Committee. Membership of the Club and enjoyment of all rights and privileges arising out of membership shall cease on the Committee's acceptance of the resignation.

35.10 Upon re-registration of the Club in accordance with the 2022 Act, the role of the Disciplinary Committee constituted under Rule 35 shall be enlarged so as to be responsible for the consideration and resolution of disputes and claims of the kind that fall within the ambit of section 38 of the 2022 Act and that may be referred to it by the Captain, the Committee or the Chief Executive.

## 36 **AUDITOR**

36.1 An auditor shall be elected at each Annual General Meeting to audit the annual accounts and to report thereon.

36.2 The auditor shall not be a member of the Committee.

36.3 The auditor shall have the power to call for the production of books, papers, accounts and other documents relating to the Club at any time.

36.4 The auditor shall be paid such fees as may be determined by the Committee from time to time.

## 37 **REGISTERED OFFICE**

The Registered Office of the Club shall be at the Clubhouse, Grange Road, Papatoetoe, Auckland or at such other place as may be fixed by the Committee.

## 38 **NO PECUNIARY GAIN**

- 38.1 The funds and property of the Club shall be devoted solely to the fulfilment of the purposes contained in Rule 6 and no Member shall receive any pecuniary gain from the operations or property of the Club except as a salaried officer as provided for in Rules 18 and 36 or otherwise as a bona fide employee of the Club.
- 38.2 If upon the winding up or dissolution of the Club by the Registrar or following a resolution of the Members there remains any property whatsoever after the satisfaction of all the Club's debts and liabilities, then that property shall pass to another golf or sports club or athletic body within New Zealand which has as its objects the carrying on of some form of sport or athletics as determined at a General Meeting by a simple majority of the Eligible Voting Members present at the time of winding up or dissolution. At no time shall the funds or property be distributed among the Members of the Club.

## 39 **NOTICES**

- 39.1 All notices shall be sent to each Member's postal address or email address as provided when joining the Club or to such other address as may have been notified by such Member. Notices shall be deemed to have been duly delivered on the first working day immediately after the date of posting, or in the case of email, at the time the electronic communication enters the recipient's information system.

## 40 **VISITORS**

- 40.1 Visitors may be introduced to the Club by Members upon the conditions as set by the Committee from time to time.
- 40.2 A person shall be eligible to be a visitor if they are a member of a club affiliated to New Zealand Golf Incorporated or a member of an overseas golf club which is recognised by the Committee.
- 40.3 A visitor may also be accepted by the Chief Executive.
- 40.4 The Committee may from time to time prescribe green fees to be paid by or on behalf of visitors and determine bylaws regarding the introduction and conduct of visitors.

## 41 **BYLAWS**

- 41.1 The Committee shall have the power to make and amend bylaws which are not inconsistent with these Rules.
- 41.2 The bylaws may include, but not in limitation, regulations relating to:
- (a) play and practice by Members (including a Fair Use Policy);
  - (b) conduct of Members;



- (c) dress code;
- (d) use of mobile phones;
- (e) use of other electronic devices;
- (f) use of carts on the course;
- (g) introduction of visitors;
- (h) playing times and competitions;
- (i) rules for the conduct of competitions; and
- (j) conducting of ballots at general meetings.

## **42 COMMON SEAL – EXECUTION OF DOCUMENTS**

- 42.1 The Common Seal for the Club shall be held by the Chief Executive and shall be affixed to such instruments as necessary following a resolution of the Committee. The Common Seal shall be affixed in the presence of two members of the Committee or in the presence of one member of the Committee and the Chief Executive.
- 42.2 Upon re-registration of the Club under the 2022 Act Rule 42.1 shall cease to apply and instead deeds and like written instruments being entered into by the Club shall be signed in the name of the Club either by the Captain or by the Chief Executive (whose respective signatures must be witnessed) or by two or more members of the Committee.

## **43 ALTERATIONS TO RULES**

- 43.1 These Rules may be altered, added to or rescinded by a resolution passed at a General Meeting by a simple majority of the Eligible Voting Members present and voting at that meeting provided that notice of such intention has been specified in the notice convening the meeting.
- 43.2 Rule 38 (No Pecuniary Gain) shall not be altered, added to or rescinded without the prior approval of the Inland Revenue Department.

## **44 WINDING-UP**

- 44.1 A simple majority of Eligible Voting Members present and voting at a General Meeting of the Club may pass a resolution to wind up the Club provided that notice of such intended resolution has been given in the notice convening the meeting.
- 44.2 A resolution passed under Rule 44.1 must be confirmed by a simple majority of Eligible Voting Members present and voting at a subsequent General Meeting convened for this purpose and held at least 30 days after the resolution.

44.3 If, upon the winding-up of the Club under this Rule, there remains any property whatsoever after the satisfaction of all the Club's debts and liabilities, then that property shall be distributed in conformity with the requirements of Rule 38 (No Pecuniary Gain).