



Rules of the Wanaka Golf Club (Incorporated)

PART I Name and Registered Office

1 Name

- 1.1 The name of the club shall be the 'Wanaka Golf Club (Incorporated)' hereinafter called the "Wanaka Golf Club" and/or "the Club".

2 Registered Office

- 2.1 The registered office shall be at the Wanaka Golf Club Clubhouse, Ballantyne Road, Wanaka.

PART II Objects

3 Charitable Objective

- 3.1 The exclusive purpose of Wanaka Golf Club is the charitable objective of promoting the physical and mental health of its members, members of the community and visitors to the district by facilitating and encouraging participation in the game of golf (the Purpose).

PART III Powers

4 Powers to achieve the Purpose

- 4.1 The Club shall have the powers set out in this to enable it to achieve the Purpose.

5 Provision of golfing facilities

- 5.1 The Club shall provide grounds and facilities for the convenience and recreation of members and visitors as shall be consistent with the activities of a golf club including.
- a) a golf course and grounds in or near the town of Wanaka and to lay out, repair and maintain the same for golf and other games or activities.
 - b) clubhouses, pavilions, kitchens, refreshment rooms (including licensed refreshment rooms), workshops, garages, sheds and other

conveniences in connection therewith and to furnish and maintain same.

6 Promotion of Competitions

- 6.1 The Club may promote and hold, either solely or jointly with any other association, club or persons, golf meetings, competitions and matches and to offer, donate or contribute to prizes, medals and awards and to donate or guarantee any prizes, money and expenses, whether for members or other persons, and to promote, donate and support other engagements

7 Acquisition of Machinery and Equipment

- 7.1 The Club may purchase, take on lease or hire machinery, motor vehicles, mowers, furniture, implements, tools, utensils and other such items used in connection with the course, grounds, clubhouse or other premises of the Wanaka Golf Club.

8 Acquisition of Real Estate and Personal Property

- 8.1 The Club may purchase, take on lease or hire, exchange or otherwise acquire and hold any real or personal property of whatsoever nature and whatsoever situate and to construct, provide, maintain, repair, alter and demolish any building, plant or objects which may from time to time be deemed requisite for any objects of the Wanaka Golf Club.

9 Other Property Rights

- 9.1 The Club may accumulate, sell, improve, manage, develop, exchange, lease, take on licence, mortgage, dispose of, or otherwise deal with all or any real or personal property or rights of the Wanaka Golf Club.

10 Employment of Professionals

- 10.1 The Club may employ such professionals and other services as may seem to the Board desirable, expedient or necessary for the carrying out of the Purpose.

11 Acceptance of Donations

- 11.1 The Club may receive and accept donations, endowments, bequests and real and personal property of whatsoever nature and situate for any purpose the Wanaka Golf Club sees fit, either subject or not to any special trusts or conditions.

12 Payment of Salaries

- 12.1 The Club may grant and pay salaries, pensions, gratuities or other sums in recognition of services rendered.

13 Borrowing and Giving Security

- 13.1 The Club may borrow or raise money and give security for money by the issue of bonds, debentures, promissory notes, or other securities of the

club secured upon its assets or otherwise by mortgage or charge upon all or any part of the property of the club.

14 Investment

14.1 The Club may invest and deal with the monies of the club not immediately required upon such security and in such manner as may be from time to time be determined.

15 Membership of Similar Associations

15.1 The Club may establish, promote or assist in establishing or promoting and to subscribe to or become a member of any association or club whose objects are similar either wholly or in part to the objects of the Wanaka Golf Club and the establishment or promotion of which may be beneficial to the Wanaka Golf Club.

16 Incidental Powers

16.1 The Club may do all such other acts and things as are or may be deemed by the Board to be incidental or conducive to the Purpose.

17 Public use of facilities and grounds

17.1 The Club will assist, promote and encourage the use of the Club's grounds and facilities by making them available as often as possible to members of the general public, having due regard to the requirements and needs of the Club members and Club competitions.

17.2 The Club will abide by the objectives of the Reserves Act 1977 and the designation of the land as reserve land for recreational purposes in accordance with the provisions of the lease entered into between the club and Queenstown Lakes District Council, the administering body responsible for the management of the reserve.

PART II Management

18 Board of Management

18.1 The overall management and control of the affairs of the club shall be vested in the Board of Management, herein known as 'The Board'.

19 Composition of the Board

19.1 The Board shall comprise:

- a) Club President (Ex Officio)
- b) Four (4) Board Directors who shall include a director of finance who must possess qualifications appropriate to the position. Subject to the provisions of Clause PART III 27, the four members of the board of directors shall be elected.

- c) Men's Captain (Ex Officio)
- d) Women's Captain (Ex Officio)

20 Regulatory Powers of the Board

- 20.1 The Board may make regulations and by-laws with regard to the course, the clubhouse and facilities, and club competitions and all other matters providing for the management and general order of the club. Such regulations and by-laws shall be binding on all members of the club.

21 Communication with Members

- 21.1 The Board shall communicate all Board decisions to members of the club, in such manner as from time to time might be appropriate.
- 21.2 The Board may withhold or delay communication on any matter considered by the Board as being too sensitive for publication (whether from commercial aspect or because of personal or privacy circumstances).
- 21.3 Any matter considered too sensitive for publication shall be noted in the Minutes of that Meeting to that effect.

22 General Powers of the Board of Management

- 22.1 The Board shall have all the powers of the club which are not expressly required to be exercised by the club in General Meetings, or as otherwise provided for in these Rules.
- 22.2 The Board shall have power to do everything that it considers proper and expedient for accomplishing the objects and carrying out the affairs of the club.

23 Specific Powers of the Board of Management

- 23.1 Without in any way limiting the generality of the powers conferred by Clause 22 the Board shall have the following specific powers:
 - a) **Employment** - To employ and dismiss salaried officers and employees.
 - b) **Enter Contracts** - To carry out all contracts entered into by the club.
 - c) **Acquisition of Property** - To purchase, lease or otherwise acquire for the club, any real or personal property, which the Board decides from time to time is in the interest of the club, and to purchase same on such terms and conditions as the Board thinks fit, and to give and execute mortgages, instruments or other assurances over the lands, or personal property so purchased, to secure the balance of purchase money.

- d) **Letting of Property** - To let or lease any real or personal property of the club at such rental, and on such terms and conditions, as the Board shall from time to time determine.
- e) **Sell Property** - To sell such land as the club by resolution shall from time to time decide. The terms and conditions of any such sale to be determined by the Board.
- f) **Restriction on Sale of Land** - No land belonging to the club shall be sold or any further lands purchased without the authority of a General Meeting of the Members specially called to consider the question, but no purchaser or vendor shall be concerned to see or inquire whether any such meeting has been called or duly held or whether any such authority has been duly given.
- g) **Maintenance and Construction** - To purchase, construct and maintain buildings, fences, land and works, as it considers necessary, and to enter into contracts in respect thereof.
- h) **Borrowing** - To borrow or raise money with or without security, and when giving security then to secure payment of the same or to secure the payment of any money owing to the club or the satisfaction or performance of any obligation or liability undertaken by the club, in such manner as the Board shall determine including the power to issue debentures, mortgages, liens and other charges upon the whole or any part of the club's real and personal property (whether present or future).
- i) **Regulation of Playing Time** - To restrict and vary the days and times upon which all classes of members may play on the course.
- j) **Delegation** - The Board has the authority to delegate all or any of its powers or duties to sub-committees, consisting of such member or members of the Board as may be thought fit, and where the call might arise to appoint from inside and/or outside the Board, persons to comprise an emergency action group.
- k) **Membership Issues** - In the Board's discretion, to institute, modify or revoke a system of priorities or preferences whereby existing members of any class shall be entitled to transfer to another class of membership in priority or preference to new applicants for membership, such order of priority and nature of preference to be as the Board shall from time to time determine, and to restrict membership generally (in whole or in part) where such restriction is for the overall benefit and welfare of the club, provided always any act carried out by the Board pursuant to this power shall be brought before the next Annual General Meeting for approval and the members shall give the club's approval, or rejection, or approval

following modification, and such decision shall be forthwith implemented by the Board.

- l) **Capital Works** - To invest and/or promote and carry out any capital and/or income project designed to enhance the club's facilities and/or finances.
- m) **Investment** - To invest any surplus funds of the club in such securities as are approved by the Board.
- n) **By-laws** - To manage the general affairs of the club and make by-laws and alter and repeal such by-laws consistent with these Rules as the Board thinks fit, and the Board's decision on all questions shall be binding until set aside by a Special General Meeting of the club.

PART III Board Officers

24 Appointment of President

- 24.1 All eligible members shall elect the President annually at the Annual General Meeting.
- 24.2 The appointment shall be for one year only until the next Annual General Meeting.
- 24.3 The President shall become acquainted with all matters affecting the club, host functions and presentations on behalf of the club, receive and welcome visitors to the club, give encouragement and set example to club staff and fellow Board and Committee members and represent the club at all outside functions.
- 24.4 The Chairperson of the Board shall be the Chairperson at all general meetings and special general meetings.

25 Board of Directors

- 25.1 There shall be four (4) Board Directors, one of whom will be Director of Finance and will possess appropriate qualifications.
- 25.2 Only Full Members of the club of at least one year's standing shall be eligible to be Directors of the Board.
- 25.3 The Directors shall be nominated by any two (2) Full Members and elected by the club's Full Members at the Annual General Meeting.

26 Tenure of Office of Directors

- 26.1 At the first Annual General Meeting following the adoption of these rules, two directors shall be elected for terms of one year [but shall be eligible for reelection] and two directors shall be elected for terms of two years [and shall be eligible for re-election].

- 26.2 Except in the case of the first Annual General Meeting, directors shall be appointed for terms of two years.

27 Director of Finance

- 27.1 The purpose of this clause is to ensure there is, on the board of directors, a director with sufficient qualification and experience capable of ensuring the club's financial records are kept in accordance with good accounting practices to hold the position as director of finance. If the nominees for the position of the Board do not include such a person, the Board shall have the power to appoint such a person in accordance with this clause. Such person appointed under this clause need not be a member of the club.
- 27.2 The Finance director shall have such responsibilities and authorities as the Board may delegate to him/her from time to time.
- 27.3 If, on receipt of the nominations for positions on the Board, the Board (or, in the case of the first elections, the committee of management) decide that the nominees do not include a person with sufficient qualification and/or experience to hold the office of director of finance, the Board (or committee of management) shall declare that the position of Director of Finance shall be filled by appointment and not by election.
- 27.4 If there is an insufficiently qualified or experienced nominee in the case of the first election (to which four positions will be available), one director will be elected for a one year term, two directors shall be elected for a two year term and the financial director shall be appointed for a one year term.
- 27.5 If a director of finance is to be appointed, the manager shall notify nominees of the Board's (or committee of management's) decision prior to the annual general meeting and the chairperson of the annual general meeting shall announce the fact at the commencement of the meeting.

28 Appointment of Men's Board Representative

- 28.1 The men's representative shall be the Men's Captain who shall be elected at the Annual General Meeting by Men's Full Members and Men's Life Members and the appointment shall be for one year commencing on the day immediately following the Annual General Meeting.

29 Appointment of Women's Board Representative

- 29.1 The women's representative shall be the Women's Captain who shall be elected at the Annual General Meeting by Women's Full Members and Women's Life Members and the appointment shall be for one year commencing on the day immediately following the Annual General Meeting.

30 Appointment of Chairman

30.1 The Board shall by majority, elect from its members (excluding President, Men's and Women's Captain), a Board Chairperson who shall preside over all Board meetings.

31 Tenure of Office of Board Chairperson

31.1 The Board Chairperson shall remain in office until the first happening of one of the following events:

- a) The Board Chairperson ceasing to be an officer of the Board;
- b) The Board Chairperson resigning as Board Chairperson;
- c) The completion of the next Annual General Meeting; or
- d) The Board Chairperson being removed as Board Chairperson by majority decision of all Board Officers (other than the Board Chairperson).

32 Course and Development Committee

32.1 At its first meeting following the annual general meeting, the board shall appoint a Course and Development Committee

32.2 One Board member shall be a member of the Course and Development Committee. The Course and Development Committee shall report to the Board

32.3 The composition and responsibilities of the Course Development Committee shall be determined by the Board from time to time.

32.4 The appointment shall be for one year only until the next annual general meeting.

PART IV Players' Committee

33 Establishment of Players' Committee

33.1 There shall be a Player's Committee hereinafter called the "Committee" and it shall consist of the President, the Men's and Women's Captains and the Men's and Women's Deputy Captains.

34 Function of Players' Committee

34.1 The Committee will have primary responsibility for the playing of the game of golf in relation to the men's and women's game and special events of the club.

34.2 It shall have such other responsibilities delegated to it from time to time by the Board.

34.3 The Committee may not make any decisions involving a financial commitment by the club unless authorised by the Board.

35 Chairperson Players' Committee

35.1 The President shall be the chairperson of the Players' Committee.

36 Appointment of Men's and Women's Sub-Committee

36.1 The Committee shall appoint separate Men's Sub-Committee who shall organize and manage their sections annual programme, matches, competitions, pennant competitions and tournaments.

36.2 The Women's Sub Committee will be elected at the Women's General Meeting to be held after the Annual General Meeting and shall organize and manage their sections annual programme, matches, competitions, pennant competitions and tournaments in conjunction with the Men's sub committee and Players Committee of the Wanaka Golf Club.

37 Chairing of Men's and Women's Sub-Committees

37.1 These Sub-Committees shall be chaired respectively by the Men's and Women's Captains and in addition the Sub-Committees shall include their Deputies plus members sufficient to carry out the required duties.

38 Other Sub-Committees

38.1 The Committee may appoint such other Sub-Committees that are deemed necessary to represent the players' interests on course and house management and development and on any other matters of the club's operations.

39 Power of Proposal

39.1 The Committee may offer proposals to the club's Manager on:

- a) Players' interests on course;
- b) House management;
- c) Development; and
- d) Other matters relating to the club's operation.

40 Working With Club's Manager

40.1 The committee shall maintain a working relationship with the club's Manager with recourse to the Board for any resolution of any matter in dispute.

41 Duties of Players' Committee

41.1 Duties of the Players' Committee and its Sub-Committees shall include:

- a) **Meeting** - Meet as often as is necessary to enable duties to be carried out.
- b) **Promotion and Management** - Promote and manage the participation of members in Golf Association, Inter club and other competitions.
- c) **Club Spirit** - Foster a strong club spirit amongst the members.
- d) **Rules of Play** - Administer the Rules of Play and local rules and to arbitrate and adjudicate and make decisions about the Rules of Play.
- e) **Recommendations to Manager** - Make recommendations to the Manager on all matters of Course set up and layouts for general play, competitions and tournaments.
- f) **Supporting Manager** - Support the Manager in the promotion of, and to promote, membership of the club.
- g) **Visitors** - Co-ordinate and welcome visitors and other new members to the club.
- h) **Operating Within Budget** - Operate within the financial parameters set in the club's annual budgets.
- i) **Standard of Dress** - Control and regulate the standard of dress on the Course and in the clubhouse within the guidelines set by the Board.

PART V Manager
--

42 Appointment of Manager

42.1 The Board shall have the power to appoint the manager.

43 Attendance at Board Meetings

43.1 The manager shall attend all Board meetings and other meetings as required by the Board (illness, holidays and absence with leave of the Board accepted).

44 Manager to Keep Minute Book

44.1 The manager shall maintain an accurate record of all Board meetings in the Minute Book.

45 Responsibility of Manager

45.1 The Manager shall be responsible for the day-by-day operation of the club within the policies and budgets approved by the Board, (including but not by way of limitation the supervision of all staff and maintenance of all buildings and facilities that are club property).

46 Payments and Receipts

46.1 The Manager shall receive and disburse all moneys received and owed by the club, and at all times keep a true and accurate account of finances of the club.

47 Availability of Financial Statements

47.1 Financial statements shall be made available to the Board for perusal at all times and a properly audited statement of the financial affairs of the club shall be sent to the members with the notice of the Annual General Meeting.

48 Exclusion from Meetings

48.1 The Manager may not attend any meeting involving discussions on the manager's terms of employment.

49 Speaking Rights

49.1 The Manager shall have speaking rights but shall not be entitled to vote.

PART VI Elections

50 Election of Officers

50.1 All office holders who hold office by election shall be elected in accordance with the provisions of this section.

51 Tenure of Office

51.1 Except where these rules specifically provide for an alternative tenure, any elected officer shall hold office until the Annual General Meeting next following the date of election.

52 Any Elected Officer Shall Be Eligible for Re-election

52.1 Those persons who are to be elected for office shall be elected in the manner hereinafter prescribed and shall hold office (except in the case of those elected for a longer term) until the Annual General Meeting next following election or until their successors are elected when they shall retire but shall be eligible for re-election.

53 Eligibility

53.1 Only Full Members of at least one year's standing shall be eligible for election.

54 Ballot

54.1 If the number of candidates nominated exceeds the number of vacancies, the election shall be by ballot.

55 Scrutineers

- 55.1 When a ballot is required three (3) scrutineers shall be appointed by the Chairperson to count voting papers and declare the elected candidates. The scrutineers cannot be a candidate for election.

56 Nominations for President, Captains and Deputy Captains

- 56.1 Candidates must be nominated on a prescribed form signed by two (2) Full Members and the candidate.
- 56.2 The nomination form must be deposited at the Office of the club fourteen (14) days before the Annual General Meeting of the club.
- 56.3 A list of those members nominated shall be displayed on the Notice Board of the club ten (10) days before the Annual General Meeting of the club.

57 Eligibility for Captaincy and Deputy Captaincy

- 57.1 The men's captain and men's deputy captain must be a male full member who can only be nominated by male full members.
- 57.2 The women's captain and women's deputy captain must be a female full member who can only be nominated by female full members.

58 Voting

- 58.1 Only Full and Life Members may vote at any election.

59 Vacancies

- 59.1 The position of any Board Director, President, Men's Captain, Men's Deputy Captain, Women's Captain and Women's Deputy Captain shall be vacated if any such holder:
- a) Ceases to be a member of the club;
 - b) In writing resigns from such office;
 - c) Is convicted of any offence which carries liability to imprisonment for which the maximum penalty exceeds a term of 3 months' imprisonment;
 - d) Is adjudged to be an insolvent person by the Courts; or
 - e) Brings the club into disrepute.

60 Filling Vacancies

- 60.1 If a vacancy occurs on the Board, the Board may appoint a full member to fill the vacant position for the unexpired term of the office.
- 60.2 If a vacancy occurs on the Players' Committee, the committee may appoint a full member to fill the vacancy for the unexpired term of office.

61 Absence from Meetings

61.1 Any member of the Board or the Players Committee absenting themselves from three or more consecutive meetings, without leave, shall, ipso facto, cease to be a member of that Board or Committee.

62 Indemnity of Officers

62.1 No officer or member of the club shall be liable for the acts or defaults of any other officer or member of the executive or any loss occasioned thereby, unless occasioned by their willful default or by their willful acquiescence.

62.2 The officers, executive and each of its members shall be indemnified by the club for all liabilities and costs incurred by them in the proper performance of the functions and duties, other than as a result of their willful default.

63 Quorum

63.1 Four (4) members (excluding the Manager) of the Board shall constitute a quorum for Board meetings.

64 Board Meeting Frequency

64.1 The Board shall meet at such intervals as may be necessary to conduct its business but not less than four times annually.

PART VII Finance and Accounts

65 Banking Transactions

65.1 The Wanaka Golf club shall have an account with such bank or banks, as the Board shall from time to time see fit.

65.2 All money received by the club will be lodged in the club's bank account as soon as practicable after its receipt.

66 Signing Authority

66.1 All cheques upon the account shall be signed by any two of the following:

- a) Any Board Member; and
- b) The Manager or the Assistant Manager.

64.2 All direct payments upon the account shall be authorised by any two of the following:

- a) Any Board Member; and
- b) The Manager or the Assistant Manager,

And direct payment activated by any two of the following:

- a) Any Board Member,
- b) The Manager,
- c) The Assistant Manager.

67 Auditor

67.1 The annual financial statements of the club shall be prepared by a Chartered Accountant in accordance with professionally recognized accounting standards. The accountant must not be a Board member or Committee member of the club and shall be a member of the New Zealand Institute of Chartered Accountants; the financial statements of the club may be audited or reviewed by appointment at the AGM.

68 Club Investments

68.1 All investments made by the club shall be in the name of the club as an incorporated body and all Deeds and other documents in connection with the investment shall be so recorded, and further all dividends, shall go to the funds of the club. The Board shall execute all necessary releases and discharges on repayment of moneys owing under securities.

69 Financial Year and Report

69.1 The financial year shall be from 1 September in one year to 31st August in the following year, or the Annual General Meeting may fix such other period as applicable. Financial reports shall be considered at every business meeting of the Board. An annual financial report, balance sheet and statement shall be presented at the Annual General Meeting of the club.

70 Membership

70.1 The classes of club membership shall be:

- a) Full Members;
- b) Country Members;
- c) Midweek Members;
- d) Junior Members;
- e) Intermediate Members;
- f) Nine Hole Members;
- g) Daily Members;
- h) Life Members; and
- i) Honorary Members.

71 Membership Entry

- 71.1 All persons who at the date of adoption of these Rules are Members of the club and shall be deemed to be continuing Members.
- 71.2 Every candidate for Membership of the club shall be proposed and seconded by two (2) members of the club in writing.
- 71.3 The nomination shall be endorsed by the proposed candidate to the effect that subject to admission as a Member he or she will abide by the Rules of the club.
- 71.4 All proposals for Membership shall be considered by the Board, which may at its discretion accept or reject any candidate.
- 71.5 Candidates accepted by the Board shall be advised in writing of their admission to Membership of the club and be requested to pay their first subscription and entrance fee, if any.
- 71.6 No Member shall enjoy the benefits or privileges of the club until such payment has been made.
- 71.7 If payment has not been made within one month from the date of the Manager's notice the nomination and acceptance shall be absolutely void unless the Member shall show sufficient cause for late payment to the satisfaction of the Board.
- 71.8 No professional golfer shall be eligible for membership and a member becoming a professional golfer or losing their amateur status shall by that very fact cease to be a member of the club.

72 Full Members

- 72.1 Full playing Members shall consist of such number of Members as the Board shall from time to time determine. They shall be entitled to all privileges of the club.

73 Country Members

- 73.1 Country Members who must be full members of another club, shall be entitled to all playing privileges of the club and the use of the club course and facilities save that they shall not be eligible for entry and participation in the club Championships and special trophy events.
- 73.2 Country membership will not be granted to any person who permanently resides less than 25 kilometers from the Wanaka Golf Club.

74 Midweek Members

- 74.1 Midweek Members subscriptions shall be 75% of the Full Members subscription.

- 74.2 Midweek Members are entitled to use the course on weekdays only. Midweek Men are entitled to participate in the Wednesday Men competition only. Midweek women are excluded from the Tuesday women's golf competition.
- 74.3 Midweek members are not eligible for entry and participation in any club competition, except those specifically organized for them.

75 Junior Members

- 75.1 Junior Members are members up to the age of seventeen (17) years.
- 75.2 Junior Members can only be permanent New Zealand residents.
- 75.3 The Board shall determine playing rights of Junior Members.
- 75.4 At age eighteen (18), a Junior member shall be admitted as an Intermediate Member without nomination on payment of the Intermediate subscription for the ensuing year.
- 75.5 No Joining Fee applies to Junior Members.

76 Intermediate Members

- 76.1 Intermediate Members are members aged eighteen (18) to twenty (20) years or, in the case of full-time students, aged between eighteen [18] and twenty-three [23] years
- 76.2 Intermediate Members can only be permanent New Zealand residents.
- 76.3 Intermediate Members shall be entitled to all playing privileges of the club and use of the course and facilities.
- 76.4 At age twenty-one (21) years an Intermediate Member shall, on the application by the Intermediate Member, be admitted as a Full Member without further nomination.
- 76.5 The intermediate member applying for full membership shall be listed on the register of Full Members and shall enjoy all rights and privileges of full members on payment of the Full Members subscription for the ensuing year.
- 76.6 No Joining Fee applies to Intermediate Members.

77 Nine Hole Members

- 77.1 Nine Hole Members are entitled to participate in the nine-hole competition on Thursday of each week, and the use of the club course and facilities.
- 77.2 Upon achieving an eighteen (18)-hole handicap, Members will automatically be admitted as a Full Member without further nomination and pay a Full Members subscription from the commencement of the next financial year.

78 Daily Members

- 78.1 A Daily Member is any person who has paid the prescribed adult Green Fee and has used the course.
- 78.2 A Daily Member shall be a member for that day and is entitled to use the clubhouse facilities.
- 78.3 Proof of Daily Membership is the possession of the Wanaka Golf Club Green Fee ticket with the appropriate dated machine printed receipt attached.

79 Life Members

- 79.1 On the recommendation of the Board, a Full Member of the club may be elected a Life Member at any General Meeting of the club and shall thereafter be entitled to all privileges of membership without paying an Annual Subscription or any payment.
- 79.2 A two-thirds majority of those present shall be necessary at such election. Life Members shall be restricted to ten (10) at any time.

80 Honorary Members

- 80.1 Present or past Full Members of the club may be admitted by the Board as Honorary Members upon such terms, conditions and subscriptions as the Board may from time to time determine.
- 80.2 Honorary Members shall not be entitled to vote at General Meetings or serve on any committee of the club or play in any matches or competitions held by the club, but shall have all normal privileges and use of the course and clubhouse.
- 80.3 On the course, any official match or competition shall take precedence over the playing of Honorary Members.
- 80.4 A member past or present may apply to become an Honorary Member.

81 Membership Classification Transfer

- 81.1 A member of one class may make an application in writing to the Manager for transfer from one class of membership to another.
- 81.2 The Board shall consider such application and may approve, reject or defer it.
- 81.3 The Board shall not be bound to give any reasons for its decision. If the Board approves the transfer, the member shall be notified and upon payment of the appropriate membership fee, shall be entitled to the rights and privileges of that class.

- 81.4 No person shall be entitled to a refund of any subscription paid by that member prior to the application for transfer, but the Board may, at its discretion, make an ex gratia refund.

82 Register of Members

- 82.1 A Register of Members shall be kept at the registered offices of the Wanaka Golf Club and shall contain the names, address, telephone number and other relevant information of all members and the date of commencement of their membership. The Register shall be kept as up to date as is reasonably possible at all times by the Manager.

PART VIII Cessation of Membership

83 Resignation

- 83.1 Any member may resign from membership by giving to the Manager notice in writing to that effect, and every such notice shall, unless otherwise expressed, take effect thirty (30) days after receipt of such notice.

84 Withdrawal of Resignation

- 84.1 The member may withdraw the member's resignation within thirty (30) days of giving notice. Withdrawal shall be by notice in writing to the Manager to that effect, in which event the resignation shall not take effect.
- 84.2 This right of withdrawal shall apply even though the notice in writing of such resignation specifies a period of effect less than thirty (30) days, but shall not apply where the said notice unequivocally waives the right to withdraw.

85 Refund of Membership Fees

- 85.1 In the event of a member resigning or dying, a refund of membership fees may be paid at the discretion of the Board.
- 85.2 All property and data which is owned by or is the responsibility of the club and which is in the possession or control of the resigning or dying member shall be returned to the Manager at the time of giving notice in writing of such resignation.

86 Expulsion

- 86.1 Membership may be terminated by expulsion in accordance with this constitution.

87 Complaints and Discipline

- 87.1 Any complaint about any member, whether from another member or any other person, shall be lodged in writing with the Manager, and the procedures set out in this rule PART VIII 87:

- 87.2 If the nature of the complaint indicates that any Court or tribunal should deal with the subject matter, the Board may decline to investigate or deal with the complaint until any such body has dealt with the issues that are the subject of the complaint.
- 87.3 If the decision of any such body:
- a) Effectively disposes of the complaint, the Board may decide to take no further action, or may on the basis of that decision without further investigation take such action as it deems appropriate, with or without calling on the complainant or member to provide further information or to make submissions, or
 - b) Does not effectively dispose of the complaint, the Board may decide to undertake such further investigations as it thinks fit, and then act in accordance with the provisions of this rule PART VIII 87.
- 87.4 The Board may decline to investigate or consider the complaint if the nature of the complaint indicates that the subject matter is petty, frivolous, or inconsequential.
- 87.5 The Board may decline to investigate or consider the complaint if, during enquiries being made by or on behalf of the Board, it becomes apparent to the Board that it is not appropriate further to investigate or consider the complaint.
- 87.6 If the investigation or consideration of the complaint are likely to require extensive enquiries, a considerable time input, or advice to the Board from professional advisers, the Board may at any time:
- a) Decline further to investigate or consider the complaint, or
 - b) Require the complainant to deposit with the club such sum as the Board thinks fit to reimburse the club wholly or partly for the costs of those making the enquiries or considering the complaint and/or the club's professional adviser's fees before further investigating or considering the complaint.
 - c) The following procedures shall be observed when a complaint is investigated and considered
 - (i) The member shall be given a copy of the complaint,
 - (ii) The member shall have the opportunity to provide a detailed written response to the complaint within not less than two weeks after receiving a copy of the complaint or such further time as may be allowed by the Board or any special committee established by it for the purpose of hearing and deciding upon the complaint,

- (iii) Further enquiries may be made by or on behalf of the Board or any such special committee, and the results of those enquiries shall be made known to the complainant and the member,
- (iv) The Board or any such special committee shall allow the complainant and the member the opportunity to be heard by the Board or any such special committee (and no person who has any direct or indirect interest in the complaint or who is in any way biased shall hear and determine the complaint),

87.7 The Board or any such special committee may:

- a) Dismiss the complaint, or
- b) Uphold the complaint and do one or more of the following:
 - (i) Reprimand or admonish the member,
 - (ii) Suspend the member from membership for a specified period,
 - (iii) Alter the membership classification of the member,
 - (iv) Impose a fine on the member, or
 - (v) Expel the member.

87.8 The Board or any special sub-committee shall respect the confidentiality of the proceedings, and

- a) The decision and any reasons which may be given (without any obligation to give such reasons) for that decision shall be conveyed to the complainant and the member in writing, and may at the discretion of the Board or any such special committee be conveyed to members.
- b) The decisions of the Board or any special committee hearing and deciding upon any complaint under this Rule shall be final and binding on the complainant and the member complained against, and shall not be subject to any review or challenge.

87.9 A member whose membership is terminated under this Rule relating to complaints against members shall remain liable to pay all subscriptions and levies to the end of the calendar year in which the membership was terminated, shall cease to hold himself or herself out as a member of the club, and shall return to the club all material produced by the club (including any Membership certificate, handbooks and manuals).

PART IX Fees and Subscriptions

88 Entrance Fees

- 88.1 The amount of entrance fee shall be such an amount as is fixed from time to time by the Board and shall be paid by each member upon their election to the club.

89 Subscriptions

- 89.1 The annual subscription payable by members of each class of membership shall be such amount as shall be fixed by the club in Annual Meeting for the financial year following the Annual General Meeting or if not so fixed shall be the same amount as was payable in respect of the previous year.
- 89.2 The subscription shall include such annual levy or levies as shall from time to time be fixed by the New Zealand Golf Association and/or by the Otago Association.
- 89.3 The payment of such levy or levies from the subscription to the New Zealand Golf Association and/or the Otago Golf Association shall bind each member to all disciplinary provisions, playing regulations and policies enacted by both the New Zealand Golf Association and the Otago Golf Association.
- 89.4 If any organization to which the club is affiliated increases its fees or levies, the annual levy payable by any member shall be increased by the amount of any increased levy or fee imposed by the affiliated body.
- 89.5 The Board may from time to time adjust or waive the annual subscription of any member in any case it thinks fit.
- 89.6 The subscription payable by a member on election shall be the subscription for the current year reduced proportionately according to the number of months that have lapsed since the commencement of that year prior to the month in which they are elected.
- 89.7 The subscription year shall commence on the first day of September in each year and end on the last day of August the following year.

90 Payment of Subscriptions

- 90.1 Notice of the subscription payable by members shall be sent to members in the month of September each year, ten months after the Annual General Meeting from the previous year, but failure to send or delay in sending any such notice shall not affect the liability of any member to pay their subscription.
- 90.2 Any member failing to pay the Annual Subscription on or before 31 October shall not be entitled to the privileges of the club until their

subscription is paid in full except for full members who pay the subscription by the club's monthly direct debit system.

- 90.3 If the subscription be unpaid after the 31 March except as provided by the next rule, the Board may order the name to be struck off the list of Members and they shall thereupon cease to be members.
- 90.4 A member may at any time by giving notice in writing to the Manager resign membership of the club but still continue liable for any Annual Subscription due and unpaid at the date of their resignation and if such notice shall not have been received by the Manager previous to the 31st August the member shall be liable for the subscription for the ensuing year.

PART X General and Special General Meetings

91 Annual General Meeting

- 91.1 The Annual General Meeting of the club shall be held not later than 31 December in each year at such time and place as the Board may determine for the purpose of election of any Officers required to be elected at the Annual General Meeting and of transacting such business as may be properly discussed at an Annual General Meeting.
- 91.2 The business of the annual general meeting shall include:
- (a) Minutes of the previous meeting
 - (b) Annual report of the Board
 - (c) Annual report of the President
 - (d) Statement of Accounts
 - (e) Fixing of subscriptions for the following financial year
 - (f) Appointment of Auditors
 - (g) Election of Officers
 - (h) Motions of which notice has been given in accordance with this Constitution
 - (i) General business
- 91.3 Notice of the Annual General Meeting shall be posted on the Notice Board of the club at least twenty eight (28) days prior to the Meeting. Notice of the Annual General Meeting shall be inserted once in the newspaper circulated in Otago and at least twenty eight (28) days prior to the Meeting. Notice of the meeting shall also be posted to each member eligible to attend. Notice shall include the club's Balance Sheet and Statement of Accounts for the previous year.

- 91.4 If any member has notified the manager that the member is prepared to receive notices by email, any matters to be served on that member shall be validly served if transmitted by email to the email address nominated by that member.
- 91.5 Where members share the same residential address, it shall be sufficient to post one notice and all associated documents addressed to all members at the same residential address and delivery by post shall constitute service of the notice on all members at that address.
- 91.6 At each Annual General Meeting the club's Balance Sheet and Statement of Accounts for the past year shall be submitted for adoption.
- 91.7 Every Full Member present at the Meeting shall have one vote. The Chairperson shall decide by a show of hands in the first place but any seven (7) members may require a Ballot. At all Meetings the Chairperson shall have a deliberative and in the case of equality of votes a casting vote.
- 91.8 Fifty (50) Full Members of the club personally present at the Annual General Meeting shall constitute a quorum.
- 91.9 Any notice of motion for consideration at an Annual General Meeting must be submitted in writing to the Manager at least fourteen (14) days before the Annual General Meeting and shall be affixed to the Notice Board of the club, ten (10) days at least, before the Annual General Meeting and shall require a two-thirds majority to become binding on the incoming Board and Players Committee. Any motion moved from the floor at the Annual General Meeting shall be deemed to be a recommendation only and shall not be binding on the incoming Board and Committee.
- 91.10 Subscriptions and entrance fees, if any, shall be fixed as described in Rules 36 and 37.

92 Special General Meetings

- 92.1 A Special General Meeting may be called by direction of the Board at any time or shall be called by the Manager within fourteen (14) days after receipt of a requisition to that affect signed by not less than thirty (30) Full Members of the club specifying the subject to be discussed at such Meeting.
- 92.2 Notice of any such Meeting specifying the place and date thereof and the matter to be discussed thereat shall be mailed to all Full Members and posted on the Notice Board of the club at least ten (10) days prior to the date fixed for the holding thereof.
- 92.3 Service of the Motion shall be deemed to be effective on the day after the day of posting. The accidental omission to give notice of a Meeting or the

non-receipt of notice by any Full Member shall not invalidate the proceedings of the Meeting.

- 92.4 No business shall be transacted at any such Meeting except that of which notice will have been given as aforesaid and no resolution shall be declared carried thereat unless carried by a two-thirds majority.
- 92.5 Fifty (50) Full Members of the club present at a Special General Meeting will constitute a quorum.
- 92.6 Every Full Member present shall have one vote. The Chairperson shall decide by show of hands in the first place but any seven (7) members may require a ballot. At all meetings the Chairperson shall have a deliberative vote and in the case of equality of votes, a casting vote.

93 Voting at Annual General and Special General Meetings

- 93.1 Every full member present at the meeting shall have one vote. The Chairperson shall decide by a show of hands in the first place but any seven (7) members may require a ballot.
- 93.2 At all meetings the Chairperson shall have a deliberative and in the case of equality of votes a casting vote.
- 93.3 Unless otherwise required by these rules (refer to 95.1), all motions shall be determined by a simple majority of those entitled and voting at the meeting.

94 Motions and Amendments

- 94.1 Any proposal made to a meeting shall be in the form of a motion or amendment to that motion.
- 94.2 A motion shall be expressed clearly and capable of only one interpretation.
- 94.3 The meeting may not discuss or vote on any motion or amendment to a motion unless it is seconded.
- 94.4 No person may move an amendment to a motion unless the amendment is relevant to the subject matter and does not negate the motion.
- 94.5 No second or subsequent amendment to a motion shall be received until the disposition of the previous amendment.
- 94.6 When an amendment to a motion has been tabled, discussion shall be confined to that amendment.
- 94.7 The meeting may consider more than one amendment to any motion. Any amendment shall be considered one at a time provided that notice of any subsequent amendment has been given before the vote on the previous amendment.

- 94.8 If an amendment to a motion is defeated, the original motion becomes open to further amendment.
- 94.9 Should an amendment be carried, the amended motion then becomes the substantive motion.
- 94.10 An amendment to a motion cannot be moved after the substantive motion has been put to the vote.
- 94.11 Amendments to any motion on notice pursuant to rules (89.2h and 90.2) may be received provided that the amendments are within the scope of the original notice and can involve the Club in no greater obligation than that specified in the original notice.
- 94.12 Any proxy is deemed to include authority for the proxy holder to vote on any amendment to any motion in such a manner as to give best effect to the intention of the member giving the proxy (if such intention is evident from the proxy form) and, failing any indication of such intention, in such a manner as the proxy holder thinks fit.

95 Adjournment When No Quorum

- 95.1 If within half an hour from the time appointed for a General Meeting, a quorum is not present the Meeting if called upon the requisition of Members shall be dissolved and in any other case it shall stand adjourned to such a day and at such time and place as the Board may determine and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting the Full Members present shall be a quorum.
- 95.2 At least three (3) days notice in writing of the day, time and place of the adjourned Meeting shall be given in the same manner as for a General Meeting and shall state that if fifty (50) Full Members are not present, the number present shall constitute a quorum.

96 Proxies and representatives

- 96.1 A member may exercise the right to vote either by being present or by proxy.
- 96.2 A proxy for a member is entitled to attend, be heard, and vote at a meeting of members as if the proxy were the member.
- 96.3 A proxy must be appointed by notice in writing signed by the member, and the notice must state whether the appointment is for a particular meeting or a specified term not exceeding 12 months.
- 96.4 No proxy is effective in relation to a meeting unless a copy of the notice of appointment is received by the Manager 24 hours before the start of the meeting.

96.5 A body corporate which is a member may appoint a representative to attend a meeting of members on its behalf in the same manner as that in which it could appoint a proxy.

96.6 The form of the proxy is as follows:

<p>WANAKA GOLF CLUB INC Proxy for <i>Annual/Special</i> General Meeting [or] Proxy for all meetings for period ending:</p>

The following member appoints the following person(s) as the member's proxy for the *Annual/Special* General Meeting of the Wanaka Golf Club Incorporated to be held at *place, date time*:

.....

Name and address of member appointing proxy

.....

Name and address of person appointed as proxy (an alternative proxy may be inserted in case the first mention proxy is not present at the meeting)

Or, in the absence of any appointed proxy, the Chairperson of the meeting (delete this option if desired).

Voting Instructions/Ballot Paper

This part of the form can either be used as voting instructions for a proxy or as a ballot paper at the meeting (if a ballot is called). If you do not tick any box then you will be taken to have directed the proxy to vote or abstain from voting as the proxy thinks fit.

This form is to be used to vote on the following resolutions: box that applies

Minutes of the previous General Meeting	<input type="checkbox"/> For	<input type="checkbox"/> Against	<input type="checkbox"/> Abstain
Annual Report of the Board	<input type="checkbox"/> For	<input type="checkbox"/> Against	<input type="checkbox"/> Abstain
Annual Report of the President	<input type="checkbox"/> For	<input type="checkbox"/> Against	<input type="checkbox"/> Abstain
Statement of Accounts	<input type="checkbox"/> For	<input type="checkbox"/> Against	<input type="checkbox"/> Abstain
Fixing of Subscriptions	<input type="checkbox"/> For	<input type="checkbox"/> Against	<input type="checkbox"/> Abstain
Appointment of Auditor	<input type="checkbox"/> For	<input type="checkbox"/> Against	<input type="checkbox"/> Abstain
Election of Officer			

President

Board of Directors:

Men's Captain

Men's Deputy Captain

Women's Captain

Women's Deputy Captain

Notices of Motion:

1 _____
 2 _____
 3 _____
 4 _____

The proxy is authorised to vote on any resolutions to amend any of the resolutions property put, on any resolutions so amended and any other resolution at the Annual Meeting or Special general Meeting (or any

adjournment thereof) so as to give effect to my intention set out in this proxy. If I have not expressed any intention or have not adequately expressed any intention, my proxy my vote as my proxy thinks fit.

.....
Signature of member appointing proxy

Date:.....

Note: if you instruct your proxy to abstain, you are directing your proxy **NOT** to vote on the resolution. If a proxy does not vote on your behalf on a resolution, your vote will not be counted when calculating a majority for the resolution.

PART XI Alteration and Interpretation of the Rules

97 Alteration of Rules

- 97.1 Any Rules of the club may be repealed or altered or a new Rule added by a majority of two-thirds of the Members present at an Annual General Meeting or Special General Meeting.
- 97.2 Fourteen (14) days notice of the intention to propose an alteration to the Rule must be given in writing to the Manager who shall display such change of the Rule upon the Notice Board of the club at least ten (10) days prior to the date fixed for the holding of such Meeting.
- 97.3 No Rule is valid until accepted by the Registrar.
- 97.4 No addition to or alteration or revision of the rules shall be approved if it affects the non-profit aims, personal benefit clause or the winding up clause.
- 97.5 The provisions of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

98 Interpretation of the Rules

- 98.1 The decision of the Board on the interpretation of the Rules or any matter or thing not contained in these Rules and which pertains to the club, its property or interests, shall be conclusive and binding on all Members of the club until revoked at a General Meeting.

99 Matters Not Dealt Within Rules

- 99.1 In the event of any matters or circumstances arising in and about the conduct of the club's activities and affairs and/or the carrying out of its objects or any of them, and there being no provision or provisions in these Rules dealing or dealing effectively with such matter or circumstances, the Board may in its discretion (not controllable in any Court of Law or Equity) deal with and dispose of such matters or circumstances in such manner as it deems fit.

100 Rules Interpretation

- 100.1 In the event of any dispute, doubt, ambiguity or difference arising as to the interpretation or application of these Rules or any of them, the decision

of the Board in respect of such dispute, doubt, ambiguity or difference shall be final and binding.

- 100.2 A substantial compliance with these Rules whether as to form, time, number or as to any other matter, shall in all cases be good and sufficient and no regulation, resolution, decision, election, appointment, notice or other matter or thing shall be invalidated by reason only of a failure to comply exactly with these Rules.
- 100.3 In the event of any matter or circumstance arising in or about the conduct of the club's activities and affairs and/or the carrying out of its objects or any of them, and there being no provision or provisions in these Rules dealing effectively with such matter or circumstances, the Board may in its discretion (not controllable in any Court of Law or Equity) deal with and dispose of such matter or circumstances in such manner as it thinks fit.

PART XII Common Seal

101 Common Seal

- 101.1 The club shall have a Common Seal that shall be kept in the custody of the Manager and shall not be affixed to any instrument except in pursuance of a resolution of the Board and in the presence of two (2) Board members.

PART XIII Dissolution

102 Dissolution

- 102.1 The club may be wound up voluntarily, and any assets disposed of by resolution at a Special General Meeting called for the purpose in accordance with the provisions of these Rules.
- 102.2 At such Special General Meeting, the quorum shall be not less than two-fifths of the members of the club entitled to attend and vote at any such Special General Meeting.
- 102.3 Any resolutions carried for voluntary winding up and disposal of assets, must be confirmed at a subsequent Special General Meeting duly constituted and with a same minimum quorum, and held not earlier than thirty (30) days and not later than ninety (90) days after the date on which the resolutions to be confirmed were passed.
- 102.4 If upon the winding up or dissolution of the Club there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Club but shall be given to or transferred to some other charitable organization or purpose, within New Zealand, for exclusively charitable purposes.
- 102.5 The Special General Meeting called for the winding up shall by resolution determine the mode of disposal, and failing resolution or sufficiently clear

resolution, disposal shall be as directed by the New Zealand Golf Association (Incorporated) or its successor, or if no successor then as directed by the High Court of New Zealand.

PART XIV Financial Transactions With Members

103 Payments to Members

103.1 No member of the Club or any person associated with a member shall participate in or materially influence any decision made by the Club in respect of the payment to or on behalf of that member or associated person of any income, benefit, or advance at whatsoever.

103.2 Any payments contemplated by this section shall be limited to:

- a) A fair and reasonable award for services performed;
- b) Reimbursement of expenses properly incurred;
- c) Usual professional business or trade charges; and
- d) Interest at no more than current commercial rates.

103.3 The provisions and effective this clause shall not be removed from this document, and shall be included and implied into any document replacing this document.

PART XV General

104 Property

104.1 The property, chattels, effects and moneys of the club shall belong to the club as an incorporated society and shall be solely devoted to the objects specified in Rule 3 hereof. No pecuniary gain shall be derivable by the members from the operation of the property of the club except as defined in Section 5 of the Incorporated Societies Act 1908.

105 Competitions

105.1 All arrangements regarding competitions shall be made by the Player's Committee acting separately or together, depending on the competition and circumstances, and any disputes on the competition shall be referred to the Committee arranging the competitions and any decision forthcoming shall be binding and final but in the event of a deadlock, the President or a person appointed by the President, shall make the final decision.

106 Rules of Play

106.1 The Rules of Play shall be those of the Royal and Ancient Golf club of St Andrews, except where varied by the local rules of the club.

107 Notices and Addresses

- 107.1 Each Member shall, until notice to the contrary is received from him/her, be deemed to reside at the address given on his/her nomination paper.
- 107.2 Each Member shall notify the Manager of any change in his/her address.
- 107.3 Any notice may be served upon a Member either personally, by e-mail or by sending it through the post in a pre-paid letter, addressed to such Member at his/her address in the list of Members, and shall be deemed received by him/her within seven (7) days following the posting of any letter.
- 107.4 No Meeting, resolution, or other proceeding shall be invalidated by the accidental omission to give notice to any member or members.

108 Repeals and Savings

- 108.1 All Rules existing immediately prior to these Rules coming into operation are hereby revoked, providing however that such revocation shall not affect:
 - a) The validity, effect or consequences of anything already done or suffered by the prior Rules;
 - b) Any existing status or capacity;
 - c) Any right, interest, title or estate already acquired by the club or any remedy or proceeding in respect thereof; or
 - d) The proof of any past act or thing.

Signed by:

.....G Read, Board Member and Chairperson

.....A Kelly, Board Member and Director of Finance

.....Elizabeth McRae, Board Member and Director