

**CONSTITUTION  
OF  
WAIHI GOLF CLUB INCORPORATED**

**Adopted 24 November 2021**

**Updated 03 December 2024**

**Updated 28 May 2025**

Signed by:

FRANK VAN HATTUM

Name of Member



Signature

2 - 6 - 2025

Date

Signed by:

MIKE ROSE

Name of Member



Signature

2-6-2025

Date

Signed by:

ANDY ROCHIE

Name of Member



Signature

2.06.2025

Date

# **Waihi Golf Club Incorporated Constitution**

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## Waihi Golf Club Constitution

### 1. Definitions and Interpretation

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

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

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

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

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

**Bylaws** means any bylaws, policies, regulations and codes of the Club made under clause 17.

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

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

**Constitution** means this Constitution, including any amendments and any schedules to this Constitution.

**Contact Details** means a physical or an electronic address and a telephone number.

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

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

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

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

**Interested** has the meaning given in section 62 of the Act. [Section 62, Inc Soc Act states that an officer (A) is **interested** in a matter if A:

- may obtain a financial benefit from the matter; or
- is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, sibling, nephew, niece, uncle, aunt, or first cousin of a person who may obtain a financial benefit from the matter; or
- may have a financial interest in a person to whom the matter relates; or
- is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom the matter relates; or
- is interested in the matter because the society's constitution so provides.

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

**Matter** has the meaning given in section 62(4) of the Act. [Section 62(4), Inc Soc Act states that **matter** means a society's performance of its activities or exercise of its powers; or an arrangement, an agreement, or a contract (a transaction) made or entered into, or proposed to be entered into, by the society.]

**Member** means each person who for the time being is a member of the Club and includes all classes of members described in clause 5.3.

**Officer** means a Board Member and any natural person occupying a position in the Club that allows the person to exercise significant influence over the management or administration of the Club.

**Ordinary Resolution** means a resolution passed by a majority of votes cast.

**SGM or Special General Meeting** means a meeting of the Members, other than an AGM, called for a specific purpose or purposes.

**Special Resolution** means a resolution passed by a **75%** majority of votes cast.

**Working Day** has the meaning given to that term under the Legislation Act 2019 and excludes all Statutory holidays.

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

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

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

- (a) if delivered by hand, at the time of delivery;
- (b) if given by post, when left at the address of that party or five Working Days after being put in the post; or
- (c) if given by email, upon production of a physical copy of the email detailing the time and the date the email was sent (provided that the sender does not receive any "out of office" auto-reply or other indication of non-receipt),

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

## 2. Club details

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- 2.1 **Name:** The name of the society is Waihi Golf Club Incorporated.
- 2.2 **Registered office:** The registered office of the Club is at the place the Board decides / or 113 Woodlands Road, Waihi.
- 2.3 **Contact person:** At its first Board meeting following an AGM, the Board must appoint or reappoint at least one, and a maximum of three, persons to be the contact person, subject to those persons meeting the eligibility criteria set out in the Act. The Board must advise the Registrar of Incorporated Societies of any change in the contact person or their Contact Details.

## 3. Purpose and Powers

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- 3.1 **Purpose:** The purposes of the Club are to:
- (a) be a member of Waikato Golf Association or Bay of Plenty Golf Association, and Golf NZ;
  - (b) promote, develop, foster and administer golf, mainly as an amateur sport for the well-being, benefit and recreation of the general public in New Zealand/Aotearoa;
  - (c) provide and manage a golf course and other facilities to enable, assist and enhance participation, enjoyment, health and well-being for the benefit of Members and the wider community by making the facilities available to visitors and the general public having regard to the requirements and needs of Members;
  - (d) lead, promote and enable Diversity, Equity and Inclusion across the whole Club including governance of the Club and participation in golf;
  - (e) promote, develop and co-ordinate golf competitions;
  - (f) protect the integrity of golf and the Club by developing and enforcing standards of conduct, ethical behaviour and implementing good governance;
  - (g) support the development of Members, including the relevant training, education and development of the Members, including officials, coaches, team managers and volunteers.
- 3.2 **Capacity and powers:** The Club has, both within and outside New Zealand, full capacity, rights, powers and privileges to carry on or undertake any activity, do any act, or enter into any transaction, subject to this Constitution, the Act, any other legislation, and the general law.

## 4. Club Colours

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The colours of the Club shall be maroon, and the Club's monogram shall be the "Pump House" but may be changed by resolution at an Annual or Special General Meeting.

## 5. **Members**

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- 5.1 **Application:** An application to become a Member (**Application**) must be in the form required by the Board. All Applications are decided by the Board, which may accept or decline an Application in its absolute discretion. A person becomes a Member when their Application has been accepted and they have paid the required membership fees and satisfied any other preconditions.
- 5.2 **Member consent:** A person consents to become a Member by submitting an Application to the Club, unless otherwise specified in this Constitution.
- 5.3 **Members:** The Members of the Club are:
- (a) **Full Playing;**  
The Board may from time to time determine the number of full playing members who shall be entitled to all the privileges of membership and who shall have voting rights. All 18 hole and 9 hole adult members are determined as Full Playing members and have the right to vote.
  - (b) **Fixed Subscription – 75 years and over;**  
On application, any member who has attained the age of 75 years, their subscription shall be frozen at the annual rate then applicable. To qualify, members shall have been full playing members of the Waihi Golf Club for a continuous period of ten years.
  - (c) **Country;**  
A person may make application for Country membership provided he/she is a financial member of any approved affiliated golf club in New Zealand. Country members are not eligible to participate in Club trophy or championship events.
  - (d) **Summer;**  
Any person who may be elected as herein mentioned shall be qualified for Summer Membership. Such membership shall be applicable from 1<sup>st</sup> October in any year to the last day of March in the following year.
  - (e) **Junior & Intermediate;**  
The Board may permit the admission of persons as junior/intermediate members and may from time to time determine the qualifications, conditions and playing rights associated with such membership.
  - (f) **Life;**
  - (g) **Special; and**  
The Board may from time to time admit to membership and accord those so admitted full or partial privileges of membership, for such periods and at such subscriptions, categories, and conditions as it may determine.
  - (h) **Any other categories of member as the Board determines.**

**5.4 Life Members:** Life Membership may be granted in recognition and appreciation of outstanding service by an individual to the Club. Any Member may nominate an individual to become a Life Member by giving notice to the Board setting out the grounds for the nomination. The Board must then determine whether the nomination should be forwarded to a General Meeting for determination by the Members. A person may only be elected as a Life Member by a Special Resolution at a General Meeting. A person consents to becoming a Life Member on acceptance of their life membership. Life Members shall have all the privileges of the Club without payment of a subscription.

There shall be no more than **seven** playing Life Members of the Club at any one time.

**5.5 Member rights and obligations:** Members acknowledge and agree that:

- (a) they are bound by, and will comply with, this Constitution and the Bylaws, and to the extent they apply, the rules, procedures or policies of Waikato Golf Association or Bay of Plenty Golf Association and Golf NZ;
- (b) they are entitled to all rights and entitlements granted by this Constitution or as determined by the Board;
- (c) membership is annual and expires on 30<sup>th</sup> September in each year;
- (d) to receive, or continue to receive or exercise member rights, they must meet all the member requirements set out in this Constitution and the Bylaws or as otherwise set by the Board, including where required to become and remain a member of Waikato Golf Association or Bay of Plenty Golf Association and Golf NZ, and payment of any membership or other fees within the required time period;
- (e) if they fail to comply with sub-clause (c) the Board may terminate their membership, but the Member continues to be bound by this Constitution;
- (f) they do not have any rights of ownership of, or the automatic right to use, the Club's property; and
- (g) they will promote the interests and purposes of the Club and must not do anything to bring the Club into disrepute.

**5.6 Suspension of Member:** If a Member is, or may be, in breach under clause 5.5, and the Board believes it is in the best interests of the Club to do so, the Board may suspend the Member until final determination of the matter under the dispute resolution process applicable to the matter. Before imposing any suspension, the Member must be given notice of the suspension.

**5.7 Suspension of Member rights:** Unless otherwise determined by the Board, while a Member is suspended the Member is not entitled to attend, speak or vote at a General Meeting or to any other rights or entitlements as a Member and is not entitled to continue to hold office in any position within the Club, until such time as the alleged breach is resolved or determined.



**5.8 Ceasing to be Member:** A Member ceases to be a Member:

- (a) on death;
- (b) by giving notice to the Board of their resignation;
- (c) if their membership is terminated under clause 5.5(e) which to avoid doubt includes termination if a Member is required to be but ceases to be a member of Waikato Golf Association or Bay of Plenty Golf Association and Golf NZ;
- (d) if their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution.

**5.9 Membership fees:**

The Board will decide any membership and other fees payable by Members annually prior to 30<sup>th</sup> September. The Board shall consider movement in the Consumer Price Index (CPI) when determining any change.

The Board may determine different levels of membership fees and other fees for different types of Members.

Subscriptions are payable in advance on the first day of October each year, notwithstanding that the Board may approve periodic payments on such terms and conditions as it sees fit. A discount for early payment will be considered on an annual basis by the Board.

**5.10 Member register:** The Manager will keep an up-to-date Member register, which includes each Member's name, Contact Details and the date they became a member. A Member must provide notice to the Club of any change to their Contact Details. The Manager will keep a record of those who have ceased to be a Club member within the previous 7 years and the date on which they ceased to be a member.

## **6. General Meetings**

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**6.1 AGM:** An AGM shall be held once a year prior to the 30<sup>th</sup> November at a time, date and place as determined by the Board, but not more than 6 months after the balance date of the Club and not more than 15 months after the previous AGM.

**6.2 Notice of AGM:** The Members must be given at least seven (7) days notice of the AGM by posting on Club website, and/or by e-mail and/or other methods approved by the Board.

**6.3 Business of AGM:** The following business will be discussed at the AGM:

- (a) confirmation of the minutes of the previous AGM;
- (b) the Board's presentation of the following information during the most recently completed accounting period:
  - (i) the annual report;
  - (ii) the annual financial statements;
  - (iii) the auditor's report to members on the financial statements audited by a qualified auditor *or* the review report of the financial statements;

- (iv) notice of any disclosures of conflicts of interest made by Officers (including a brief summary of the Matters, or types of Matters, to which those disclosures relate);
  - (c) the election of the President, Vice President and other Board Members;
  - (d) consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM;
  - (e) consideration of any other items of business that have been properly submitted for consideration at the AGM.
- 6.4 **Notice of proposed motions:** Any notice of motion for debate at the AGM shall be proposed and seconded by members with voting rights and submitted to the Manager in writing at least fourteen (14) days prior to the advised date of the relevant AGM and be advertised with the notice of any such meeting
- 6.5 **Notice of agenda:** Notice of the agenda containing the business to be discussed at the AGM must be sent to all persons entitled to attend the AGM at least seven (7) days before the date of the AGM by posting on Club website, and/or by e-mail and/or other methods approved by the Board. No additional items of business can be voted on other than those set out in the agenda.
- 6.6 **Calling of SGM:** The Board must call a SGM if it receives a written request stating the purpose of the SGM from the Board itself or by not less than twenty (20) full playing Members.
- 6.7 **Notice of SGM:** Members must be given at least seven (7) clear days notice of the SGM, unless the Board, in its discretion, decides that the nature of the SGM business is of such urgency that a shorter period of notice is to be given to Members. Notice of any such meeting shall be notified posting on Club website, and/or by e-mail and/or other methods approved by the Board. A SGM may only consider and deal with the business specified in the request for the SGM.
- 6.8 **Method of holding meeting:** A General Meeting may be held by a quorum of people being assembled at the time and place appointed for the meeting, participating by electronic communication or by a combination of these methods.
- 6.9 **Quorum:** No business may occur at any General Meeting unless a quorum is present at the meeting's start time. The quorum for a General Meeting is thirty (30) Members who are entitled to vote. Only full playing and Life Members shall be entitled to vote. The quorum must always be present during the General Meeting.
- 6.10 **No quorum at AGM:** If a quorum is not met within 30 minutes of the AGM's scheduled start time, the AGM is adjourned to a time and place agreed by those members present. If no quorum is met at the further AGM, then those Members present are deemed to constitute a valid quorum.
- 6.11 **No quorum at SGM:** If a quorum is not met within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.
- 6.12 **Control of General Meetings:** The President chairs General Meetings. If that person is unavailable, another Board Member (appointed by the Board) will preside.

- 6.13 **Omissions and irregularities:** The General Meeting and its business will not be invalidated if one or more Members do not receive notice of the meeting. The General Meeting and its business will not be invalidated by an irregularity, error or omission in notices, agendas and papers of the meeting or notice within the required time frame or the omission to give notice to all Members and any other error in the organisation of the meeting if:
- (a) the chair of the meeting in their discretion determines that it is still appropriate for the meeting to proceed despite the irregularity, error, or omission; and
  - (b) a motion to proceed is put to the meeting and a simple majority is obtained in favour of the motion to proceed.
- 6.14 **Attendance:** Members and any other persons invited by the Board are eligible to attend and speak at General Meetings.
- 6.15 **Voting:** At all General Meetings, whether Annual or Special, the only persons entitled to vote shall be full playing members or life members. Such members shall be entitled to one (1) vote each.
- 6.16 **Voting by proxy:** Votes at all General meetings shall be exercised in person. The Board may, if they deem necessary, provide a facility for members to submit a proxy vote or postal or internet vote in lieu of in person attendance on such conditions as the Board may specify.
- 6.17 **Conduct of voting:** Except as provided elsewhere, voting at all General meetings shall be by voice or show of hands in the first instance or by secret ballot if demanded by any five (5) members entitled to vote. In case of equality of votes, the Chairman in addition to their deliberative vote, shall have the casting vote.
- 6.18 **Minutes:** Minutes must be kept of all General Meetings.
- 6.19 **Resolution:** An Ordinary Resolution of Members at a General Meeting is sufficient to pass a resolution, except as specified in the Act or this Constitution.

## 7. The Board

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- 7.1 **Functions and powers:** Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution the Board must manage, direct or supervise the operation and affairs of the Club and has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of the Club. The decision of the Board on the interpretation of the rules or any matter not contained in this Constitution but pertaining to the Club or the Club's property interests, shall be conclusive and binding on all members, until revoked at a General Meeting of the Club.
- 7.2 **Composition:** The Board consists of the President, the Vice President, and up to four (4) other persons elected at the AGM.
- 7.3 **Role of President and Vice President:** The President and Vice President will engage in activities agreed with the Board which may include activities to promote the Club, good relations and communications between Members and the reputation and best interests of the Club, and to preside at Club events.

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

- (a) the Returning Officer shall call for nominations for any Board Member positions that are to be vacated at an AGM at least thirty (30) days before the AGM;
- (b) nominations papers containing the names of members willing to act as Officers or members of the Board together with the names of proposers and seconders, all of whom shall be full playing members or Life members and signed by such nominees, shall be lodged with the Manager not later than 5pm, fourteen (14) clear days prior to the AGM;
- (c) the Board must give notice of the nominations to all Members at least ten(10) days before the AGM;
- (d) the Manager from time to time shall be the returning officer;
- (e) if the names proposed shall be less than the number of nominations at the close of nominations, those so nominated shall be declared elected;
- (f) if the names proposed be more than the number required in Rule 7.2, a ballot shall be taken. The Board shall appoint two (2) scrutineers. The Returning Officer shall advise members of the requirement for a ballot together with those nominated;
- (g) The ballot shall be open not less than seven (7) clear days prior to the AGM. Members may vote by completing the ballot and lodging it in the Ballot Box provided at the Club Rooms. The Ballot Box shall be available during all hours the club is open for business. Voting shall cease at 5pm on the day of the AGM;
- (h) The Returning Officer shall prepare a roll of those entitled to vote together with ballot papers. The Returning Officer shall be responsible for security of the ballots which shall not be counted until after 5pm on the day of the AGM. The Ballots shall be counted by the two (2) scrutineers appointed by the Board who shall immediately inform the Returning Officer;
- (i) In the case of no nominations or insufficient number of nominations being received under the provisions of this rule, the Chairman of the AGM shall accept nominations for vacancies for which no nomination has been received.

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

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

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

- (a) A person who is a permanent employee of the Club.
- (b) A person who is disqualified from being elected or holding office as a Board Member under section 47 of Act.

- (c) A person who has been removed as a Board Member following a process under this Constitution or any Bylaw.

If any of the circumstances listed in (b) above occur to an existing Board Member, they are deemed to have vacated their office upon the relevant authority making an order or finding against them of any of those circumstances.

- 7.7 **Term of office:** The term of office for all Board Members is two (2) years, expiring at the end of the relevant AGM. Each Board member is eligible for re-election with a maximum of four (4) consecutive terms of office. The term of any period served to fill a Casual Vacancy is disregarded for the purposes of calculating the total term served.
- 7.8 **Casual Vacancy:** If a Casual Vacancy arises, the remaining Board Members may:
  - (a) appoint a person of their choice to fill the Casual Vacancy only until the next AGM, at which a person is elected to fill the remainder of the term of the Casual Vacancy; or
  - (b) may leave the Casual Vacancy unfilled until the next AGM, at which a person is elected to fill the remainder of the term of the Casual Vacancy.
- 7.9 **Suspension of Board Member:** If any Board Member is or may be the subject of an allegation, notice or charge described under clause 7.6 or any circumstances arise in relation to a Board Member which are or may be of concern to the Board, the remaining Board Members may by Special Resolution suspend the Board Member from the Board and set conditions as it requires pending the final determination of the allegation, notice, charge or circumstances. Before imposing any suspension, the Board Member must be given notice of the suspension.
- 7.10 **Removal of Board Member:**
  - (a) The Board may, by Special Resolution, remove any Board Member from the Board before the expiry of their term of office if the Board considers the Board Member concerned:
    - (i) has seriously breached duties under this Constitution or the Act; or
    - (ii) is no longer a suitable person to be a Board Member.
  - (b) The Board Member who is the subject of the motion is counted for the purpose of reaching a quorum but will not participate in the vote on the motion.
  - (c) Before considering a motion for removal, the Board Member who is the subject of the motion must be given:
    - (i) notice that a Board meeting is to be held to discuss the motion to remove the Board Member; and
    - (ii) adequate time to prepare a response; and
    - (iii) the opportunity prior to the Board meeting to make written submissions; and
    - (iv) the opportunity to be heard at the Board meeting.

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

- (a) their term expires;
- (b) The person is absent for three (3) consecutive meetings without prior approval of the Board;
- (c) the person resigns by delivering a signed notice of resignation to the Board;
- (d) the person is removed from office under this Constitution;
- (e) the person becomes disqualified from being an officer under section 47(3) of the Act.
- (f) the person dies.

**7.12 Subcommittees:**

- (a) In exercise of its powers, the Board may appoint subcommittees from its body or from other members of the Club.
- (b) All members of each sub-committee need not, but one must be, a member of the Board.
- (c) The Board may at any time make any alterations in the personnel of such sub-committees.
- (d) Subcommittees shall have only such duties and powers as the Board shall delegate to them and shall have only such control over the expenditure of the Club monies as specifically delegated to them by the Board.

## **8. Section Committees**

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**8.1** There shall be four Section Committees to organise the activities of those sections.

- (a) The role of the Men's Section Committee shall be the organisation of those activities which relate predominantly to the men members of the Club.
- (b) The role of the Women's Section Committee shall be the organisation of those activities which relate predominantly to the women members of the Club.
- (c) The role of the Veteran's Section Committee shall be the organisation of those activities which relate predominantly to the veteran members of the Club.
- (d) The role of the Nine Hole Section Committee shall be the organisation of those activities which relate predominantly to the nine hole members of the Club.

**8.2** An annual meeting of each section shall be held prior to the date of the Club's AGM in each year. The business of such meeting shall include the election of a captain, a vice captain and such other members as that meeting shall decide.

**8.3** The Manager is to be advised in writing the names of the above appointees seven (7) days prior to the Club's AGM.

## 9. Course Advisory Committee

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9.1 The role of the Course Advisory Committee shall be to advise the Board on matters pertaining to course management and development and act as an essential link between members and management on course matters.

9.2 The duties of the Course Advisory Committee shall be as set out in the Course Management Plan prepared by the Board.

9.3 The Course Advisory Committee shall consist of:

Minimum of One (1) Board member

Four (4) Club members appointed by their respective sections, to represent the interests of each player group (Men, Women, Veterans and Nine Hole)

Course Superintendent

Manager

## 10. Board Meetings

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10.1 **Calling meetings:** Board meetings may be called at any time by the Chair, but generally the Board meets not less than ten (10) months per year to conduct the business of the Club.

10.2 **Meeting procedure:** Except to the extent specified in the Act or this Constitution, the Board may regulate its own procedure.

10.3 **Quorum:** The quorum for a Board meeting is four (4) Board Members personally present. Provided that the Board may resolve to meet by electronic means (audio or audio visual) to enable the affairs of the Club to be expedited efficiently.

10.4 **Chairman:** The Board shall, at the first meeting following the AGM, appoint a Chairman (who may or may not be the President or the Vice President). The Chairman will chair Board meetings. If the Chairman is unavailable, another Board Member must be appointed by the Board to undertake the Chair's role during the period of unavailability.

10.5 **Voting:** Each Board Member has one vote. Voting is by voices or on request of any Board Member by a show of hands. If there is an equality of votes, at all meetings the Chairman shall have a deliberative vote and a casting vote.

## 11. Officers' Duties

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An Officer:

- (a) when exercising powers or performing duties as an Officer, must act in good faith and in what the Officer believes to be the best interests of the Club;
- (b) must exercise a power as an Officer for a proper purpose;

- (c) must not act, or agree to the Club acting, in a manner that contravenes the Act or this Constitution;
- (d) when exercising powers or performing duties as an Officer, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances, taking into account, but without limitation the nature of the Club, the nature of the decision and the position of the Officer and the nature of the responsibilities undertaken by them;
- (e) must not agree to the activities of the Club being carried on in a manner likely to create a substantial risk of serious loss to the Club's creditors or cause or allow the activities of the Club to be carried on in a manner likely to create a substantial risk of serious loss to the Club's creditors;
- (f) must not agree to the Club incurring an obligation unless the Officer believes at that time on reasonable grounds that the Club will be able to perform the obligation when it is required to do so; and
- (g) when exercising powers or performing duties as an Officer, may rely on reports, statements, and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:
  - (i) an employee whom the Officer believes on reasonable grounds to be reliable and competent in relation to the matters concerned;
  - (ii) a professional adviser or expert in relation to matters that the officer believes on reasonable grounds to be within the person's professional or expert competence; or
  - (iii) any other Officer or subcommittee of Officers on which the Officer did not serve in relation to matters within the Officer's or subcommittee's designated authority,

if the Officer, acts in good faith, makes proper inquiry where the need for inquiry is indicated by the circumstances, and has no knowledge that the reliance is unwarranted.

## 12. Interests

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- 12.1 **Register of interests:** The Board must keep a register of interest disclosures made by Officers.
- 12.2 **Duty to disclose interest:** An Officer who is Interested in a Matter relating to the Club must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Board, as soon as practicable after the officer becomes aware that they are interested in the Matter and include it in the register of interests.



**12.3 Consequences of being Interested:** A Board Member who is Interested in a Matter:

- (a) must not vote or take part in a decision of the Board relating to the Matter, unless all non-interested Board Members consent;
- (b) must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Board Members consent;
- (c) must not take part in any Board discussion relating to the Matter or be present at the time of the Board decision, unless all non-interested Board Members consent;
- (d) may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.

**12.4 Calling of SGM:** Despite clause 12.3, if 50% or more Board Members are Interested in a Matter, an SGM must be called to consider and determine the Matter.

**12.5 Notice of failure to comply:** The Board must notify Members of a failure to comply with section 63 or 64 of the Act, and of any transactions affected, as soon as practicable after becoming aware of the failure.

## **13. Manager**

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**13.1 Role of Manager:** The Board may engage a Manager. The Manager is under the direction of the Board and is responsible for the day-to-day management of the Club under this constitution and the Bylaws and within any delegated authority from the Board.

**13.2 Board involvement.** The Manager may attend Board meetings when required by the Board but has no voting rights.

## **14. Finances**

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**14.1 Control and management of finances:** The funds and property of the Club are controlled, invested and disposed by the Board, subject to this Constitution and devoted solely to the promotion of the purposes of the Club set out in clause 3.

**14.2 Balance date:** The Club's balance date is 30 September.

**14.3 Audit or Review of financial statements:** The accounts of the Club must be audited or reviewed each year and the audited or reviewed financial statements must be submitted to the AGM. The auditor or reviewer will be appointed by the Board.

**14.4 No personal benefit:** The Officers and Members may not receive any distributions of profit or income from the Club. This does not prevent Officers or Members:

- (a) receiving reimbursement of actual and reasonable expenses incurred, or

- (b) entering into any transactions with the Club for goods or services supplied to or from them, which are at arms' length, relative to what would occur between unrelated parties,

provided no Officer or Member is allowed to influence any such decision made by the Club in respect of payments or transactions between it and them, their direct family or any associated entity.

## 15. Indemnity

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- 15.1 **Indemnity:** The Club indemnifies its current and former Officers, Members and employees as permitted by Section 96 of the Act.

## 16. Amendments

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- 16.1 **Amendments:** This Constitution may only be amended or replaced by Special Resolution of Members at a General Meeting.

## 17. Bylaws and Integrity

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- 17.1 **Bylaws:** The Board may make and amend Bylaws for the conduct and control of the Club's activities and codes of conduct applicable to Members. Any Bylaw must be consistent with this Constitution, the Club's purposes set out in clause 3, the Act and any other laws. All Bylaws are binding on the Club and the Members. The making, amendment, revocation, or replacement of a Bylaw is not an amendment of this Constitution.
- 17.2 **Definition:** In this clause 17.2 **Integrity Code** means an integrity code issued by the Integrity Sport and Recreation Commission under section 19 of the Integrity Sport and Recreation Act 2023.
- 17.3 **Integrity Code binding:** If Golf NZ adopts an Integrity Code, the Club is bound by it. [Guidance: Section 21(2)(b)(i), ISRA.]
- 17.4 **Application to Members:** If Golf NZ adopts an Integrity Code, all Members of the Club agree to the application of the Integrity Code to them and agree to be bound by it.

## **18. Dispute resolution**

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The procedures of the Club relating to disputes between members and between members and the Club (a dispute) must be consistent with the rules of natural justice.

### **18.1 Complaints or disciplinary matter: member's right to be heard**

- (a) If the Club considers a complaint, or institutes a disciplinary procedure, regarding alleged misconduct of a member, the member has a right to be heard before the complaint or procedure is resolved or any outcome is determined. The Board shall appoint a Disciplinary Review Committee, referred herein as the decision maker. The Decision Maker shall consist of the President, the Captain of the relevant members Section and one other member of the relevant members section appointed by the Board.
- (b) Without limiting the manner in which a member may be given a right to be heard, a member must be taken to have been given the right if:
  - (i) the member is fairly advised of all allegations concerning the member, with sufficient details and time given to enable the member to prepare a response; and
  - (ii) the member has a reasonable opportunity to be heard in writing or at an oral hearing (if one is held. For such a hearing, the member may have a support person); and
  - (iii) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
  - (iv) an oral hearing (if any) is held before the decision maker and the member's written statement or submissions are considered by the decision maker.

### **18.2 Grievances: member's right to be heard**

- (a) If the Board considers a member's grievance alleging damage to the member's rights or interests as a member or to members' rights or interests generally, the member has a right to be heard before the grievance is resolved or any outcome is determined.
- (b) Without limiting the manner in which a member may be given the right to be heard, a member must be taken to have been given the right if;
  - (i) the member has a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
  - (ii) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing. For such a hearing the member may have a support person; and
  - (iii) an oral hearing (if any) is held before the decision maker and the member's written statement or submissions are considered by the decision maker.

### **18.3 Investigating and determining dispute**

- (a) The Club must, as soon as is reasonably practicable after receiving a complaint made or a grievance brought in accordance with its constitution, investigate and determine the complaint or grievance.
- (b) Complaints, grievances, and other disputes must be dealt with by the Club in a fair, efficient, and effective manner.

### **18.4 The Board may decide not to progress matter**

Despite clause 15.3, the Board may decide not to proceed with a matter further if:

- (a) the matter is trivial; or
- (b) the matter does not appear to disclose or involve:
  - (i) in the case of a complaint or disciplinary matter, any material misconduct; or
  - (ii) in the case of grievance, any material damage to a member's rights or interests; or
- (c) the complaint, grievance, or disciplinary matter appears to be without foundation or there is no apparent evidence to support it; or
- (d) in the case of a complaint or grievance, the person who makes the complaint or brings the grievance has an insignificant interest in the matter; or
- (e) the conduct, incident, event, or issue has already been investigated and dealt with by or on behalf of the Club.

### **18.5 The Board may refer matter**

- (a) The Board may refer a complaint, grievance, or other dispute to:
  - (i) a subcommittee or an external person to investigate and report; or
  - (ii) a subcommittee, an arbitral tribunal, the Disciplinary Review Committee, or an external person to investigate and make a decision.
- (b) The Club may, with the consent of all parties to a dispute, refer the dispute to mediation.

### **18.6 Decision makers**

A person may not act as a decision maker in relation to a complaint, grievance, or other dispute if two (2) or more members of the Board or a complaints subcommittee consider that there are reasonable grounds to believe that the person may not be:

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

### **18.7 Appeals:** There is no right of appeal or right of review of a decision unless specified. Members have the right to appeal decisions of the Club to Golf NZ but only if a right of appeal is permitted under the constitution and regulations of Golf NZ.

## 19. Liquidation and removal

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19.1 **Notice:** The Board must give notice to all Members at least twenty (20) Working Days of a proposed motion:

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

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

19.2 **Special Resolution:** Any resolution for a motion set out in clause 19.1 (a) to (c) must be passed by a Special Resolution of Members.

19.3 **Surplus assets:** The surplus assets of the Club, after the payment of all costs, debts and liabilities, must be disposed of to an association, organisation or body having similar purposes of Waihi Golf Club, or to some other not-for-profit organisation or purpose within New Zealand.

## 20. Matters not provided for

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20.1 If any matter arises that, in the opinion of the Board, is not provided for in this Constitution or any Bylaws, or if any dispute arises out of the interpretation of this Constitution or the Bylaws, the matter or dispute will be determined by the Board and their decision will be final and binding.

## 21. Transition

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21.1 **Transition:** This clause 21 applies to facilitate transition of the Club from the previous constitution to this Constitution. If this clause is inconsistent with any other clause in this Constitution, this clause applies to the extent of the inconsistency and the other clause will not.

21.2 **Power of The Board during transition period:** Subject to the Act, the Board may amend any requirement for and/or the date by which this Constitution requires anything to be done. This clause applies for 12 months and is solely to enable flexibility in the transition of the Club from the previous constitution to this Constitution and to correct any unintended consequences occurring through different wording being used.

21.3 **Transition of Board Members:**

- (a) Board members under the previous constitution continue.
- (b) Term limitations commence at the first AGM under the new constitution.
- (c) At the first AGM under this new constitution, two elected Board members, either by ballot or agreement, are deemed elected for only one year and can seek re-election the following year. This ensures continuity of at least two (2) Board members at any given year.