

RANGIORA GOLF CLUB INCORPORATED

CONSTITUTION AND RULES

NAME

1. The name of the Club is "The Rangiora Golf Club (Incorporated)" (hereinafter referred to as the "Club")

REGISTERED OFFICE

2. The Registered Office of the Club is situated at 79 Golf Links Road, Rangiora.

OBJECTS

3. The objects of the Club are:
- (a) To provide for the members a golf course and clubhouse, and to supply to members refreshments, and all things incidental to the playing of golf, and to assist, promote and encourage the game of golf, and not pecuniary gain.
 - (b) To purchase, take on lease or otherwise acquire and hold real and personal property to further the objects of the Club.
 - (c) To erect, maintain, hire or otherwise acquire any buildings, machinery, equipment or other property that may be required by the Club.
 - (d) To promote and hold, either alone or jointly with any other Club, Society, Association, or persons, such meetings, competitions, matches and allied matters as are pertinent to the Club.
 - (e) To establish, promote, affiliate with, or become a member of any other Association, Society or Club, whose objects are similar to those of the Club.
 - (f) To raise money by subscriptions, fees or levies as is provided in Rule 15 hereof.
 - (g) To responsibly invest and deal with the money of the Club.
 - (h) To manage, let, sell, exchange, mortgage, charge or otherwise dispose of any property of the Club.
 - (i) To borrow money by way of bank overdraft or loans and to give security over all or any of the property of the Club as may be necessary or proper.
 - (j) To lawfully use the assets and funds of the Club to achieve the above-mentioned objects.

CONSTITUTION

4. (a) The Club consists of those members who have been elected in accordance with the Rules of the Club.
- (b) Professional golfers are eligible for membership of the Club.
- (c) All NZ Golf affiliated members are eligible to have reciprocal visiting rights for the use of the Clubhouse facilities.

MEMBERSHIP

5. There are the following classes of membership (other than Life members)
- (a) Full members
 - (b) Midweek members
 - (c) Country members
 - (d) Summer members
 - (e) Junior members
 - (f) Honorary members
 - (g) Associate members
 - (h) 9 Hole Golfers

6. Set out in this rule in respect of each class of membership are:
- (i) The person eligible
 - (ii) The method of election or transfer from one class of membership to another
 - (iii) The rights of members to use the course, the clubhouse and other facilities of the Club
- (a) **Full Members**
- (i) Persons who have attained the age of 18 years
 - (ii) In the case of Midweek, Country, Summer, Honorary or Non-Playing members by application to the Committee to transfer to Full membership, and in the case of others, in accordance with Rule 9
Approval for the transfer from Full to Midweek, Country, Summer, Honorary or Non-Playing membership is at the discretion of the Committee.
 - (iii) Full rights
- (b) **Midweek Members**
- (i) Persons who have attained the age of 18 years.
 - (ii) In the case of Full, Country, Summer, Honorary or Non-Playing members by application to the Committee to transfer to Midweek membership and in the case of others, in accordance with Rule 9.
Approval for transfer from Midweek to Full, Country, Summer or Non-Playing membership is at the discretion of the Committee.
 - (iii) Eligible to play on Opening and Closing Days but no right to use the course on Saturdays, Sundays, Public Holidays or enter Official Club competitions unless the appropriate green fee is paid. Full use of the clubhouse and other facilities of the Club.
 - (iv) Eligible to play in Open Tournaments where an entry fee is applicable.
- (c) **Country Members**
- (i) Persons who have attained the age of 18 years, who normally reside outside a radius of 60 kilometres from the clubhouse and who are a full financial member of another golf club.
 - (ii) In the case of Full, Midweek, Summer, Honorary or Non-Playing members by application to the Committee to transfer to Country members and in the case of others, election in accordance with Rule 9.
Approval for transfer from Country to Full, Midweek, Summer or Non-Playing membership is at the discretion of the Committee.
 - (iii) The right to use the course, the clubhouse and other facilities of the Club subject to any restriction which the Committee may impose.
- (d) **Summer Members**
- (i) Persons who have attained the age of 18 years.
 - (ii) In the case of Full, Midweek, Country, Honorary or Non-Playing members by application to the Committee to transfer to Summer membership and in the case of others, election in accordance with Rule 9.
Approval for transfer from Summer to Full, Midweek, Country or Non-Playing membership is at the discretion of the Committee.
 - (iii) The right to use the course from 1 October to 31 March, subject to any restrictions which the Committee may impose. Full use of the clubhouse and other facilities of the Club during the membership period.
- (e) **Junior Members**
- (i) Categories shall be School Students, young persons under the age of 23.
 - (ii) Election in accordance with Rule 9
Approval for transfer from Junior to Non-Playing or Associate membership is at the discretion of the Committee.
 - (iii) The right to use the course, the clubhouse and other facilities of the Club subject to any restriction which the committee may impose.
- (f) **Honorary Members**
- (i) Any full member

- (ii) Elected by the Committee
 - (iii) Eligible to play on Opening and Closing Days. In addition, have free playing rights on the course on non-competitive days. Full use of the Clubhouse and other facilities of the Club.
- (g) **Associate Members**
- (i) Any Full or Junior member
 - (ii) By application to the Committee
 - (iii) Eligible to play only on Opening and Closing Day. May play at other times, subject to payment of a green fee, as determined by the Committee. Full use of the Clubhouse and the practice area but excluding any practice area on the course proper.
- (h) **9 Hole Golfers**
- (i) Any person of any age
 - (ii) In the case of existing members by application to the Committee to transfer to this class of membership.
New members by election in accordance with Rule 9. Transfer from this class to any other classification is at the discretion of the Committee.
 - (iii) Eligible to play on Opening and Closing Days and to play 9 holes of the course on those days designated by the Committee but no right to use the course on Saturdays, Sundays and Public Holidays, unless the appropriate green fee is paid. Full use of the Clubhouse and other facilities of the Club.

Note: As required, the Committee may decide on further classes of membership, the appropriate rules and subscriptions.

LIMITATION ON CLASSES

7. The Committee will have the power to limit the number in any class of membership.

LIFE MEMBERS

8. (a) The Club, at a General Meeting, upon the recommendation of the Committee, may elect any member who has given outstanding service to the Club, to be a Life member. A two-thirds majority of those present and voting shall be necessary at such election.
- (b) No subscription, with the exception of levies, will be payable by a Life member but in all other aspects they will rank as a Full member. The expression "Full member" wherever used in these Rules will include a Life member.

ELECTION OF MEMBERS

9. (a) Nomination for membership will be in writing in such form as the Committee requires, signed by the candidate and delivered to the Secretary.
- (b) Each nomination for membership will be considered by the Committee at its next meeting and the Committee may either proceed to elect or the candidate or defer the nomination for further consideration at a later meeting. The Committee may reject a candidate without assigning a reason for the rejection.

NOTICE TO NEW MEMBERS

10. (a) On the admission of a new member, the Secretary will inform them in writing of their admission, provide them with a copy of the Members Handbook and subscription notice.
- (b) No new member is entitled to exercise any of the rights of membership until they have paid their subscription, in part or full, and if payment is not made within one calendar month of the notice, membership will be void.

TERMINATION OF MEMBERSHIP

11. (a) A member will cease to be a member of the Club if:-
- (i) They give notice in writing to the Secretary that they wish to resign;
 - (ii) In the case of Country members, if they cease to be eligible for such membership;

- (iii) If they have failed for a period of one calendar month, to pay in full or part their subscription payable, provided always that this clause shall not apply to any member who has an agreement approved by Committee.
- (b) Any person, ceasing to be a member will remain liable to pay their subscription for the current subscription year unless they cease to be a member before the first day of April when they will be liable for any portion of their subscription as the Committee will determine.
- (c) The Club reserves the right to withhold handicap details of any member still unfinancial on termination of their membership.

SUSPENSION OR EXPULSION OF MEMBERSHIP

- 12.** (a) Any member found guilty of a breach of these Rules and By- Laws, or of any conduct deemed unworthy of the Club will be (a) expelled or (b) suspended from the Club for such period as the Committee may think fit, provided always that the member has been given the opportunity to be heard by, or provide written explanation to the Committee prior to such action being taken.
- (b) Any member so suspended or expelled may give to the Secretary, within fourteen days of receipt of notice of the decision of the Committee, written notice of appeal to be submitted to a General Meeting of the Club, to be held within one calendar month from the date of the notice. The member may submit an explanation in writing and will have the right to be heard.- The decision of Committee will stand unless it is reversed by a two thirds majority vote of the members present and voting at the General Meeting.

RIGHTS

- 13.** Any person ceasing to be a member under any of the foregoing rules will thereupon forfeit all the rights to or claims upon the Club or its property or funds which they might have had by virtue of his membership.

SUBSCRIPTIONS

- 14.** (a) The annual subscription payable by members of each class of membership will be such as fixed by the Club at the Annual Meeting following a recommendation by the Management Committee, or if no recommendation will be the same amount as was payable in the previous year.
- (b) All elected and appointed members of the Management Committee receive a 50% reduction in the annual base subscription of the Club. Should a member of the Management Committee resign during their term, the relative base subscription of the non-served portion of their term, then becomes payable.
- (c) The subscription payable by a member on election will be the subscription for the current year reduced proportionately according to the number of months that have elapsed prior to his election.
- (d) The subscription year shall commence on the first day of March in each year and end on the last day of February next following.

PAYMENT OF SUBSCRIPTIONS

- 15.** (a) Notice of the subscriptions payable by members will be sent to members within two months following the Annual Meeting each year, but failure to send or delay in sending any such notice will not affect the liability of any member to pay their subscription.
- (b) Subscriptions payable by members will become due and payable on the first of March in each year, and any member who has not paid their subscription, or does not have an agreement approved by the Committee to pay their subscription by instalments by the 20th of March, will cease to be entitled to the privileges of the Club and to all rights of membership until their subscription has been paid.

GENERAL MEETINGS:

- 16.** (a) The Club will each year hold a General Meeting as its Annual General Meeting and such other General Meetings as may be convened in accordance with these rules.

- (b) The Annual General Meeting will be held not later than the last day of November
- (c) All General Meetings, other than the Annual General Meeting, are to be known as Special General Meetings.

17. The Committee may for any special purpose convene a Special General Meeting and will do so in respect of a request in writing, signed by at least 25 voting members of the Club, such request to state the purpose for which the meeting is required.

Note: The expression "voting member" shall include Full, Mid-Week and 9 Hole Members.

NOTICE OF MEETINGS

18. (a) The Annual General Meeting will be called by giving at least seven days' notice in writing. The notice will specify the place, the day and the time of the meeting and the general nature of the business to be transacted at the meeting.
- (b) (i) Within seven days of the Committee resolving to call a Special General Meeting or within seven days of receiving a request from 25 members, the Secretary will send a written notice to all financial members containing an abstract of the business to be transacted at the meeting. The Special General Meeting will be held no sooner than fourteen days or later than four weeks from the date of issuing of the notice.
 - (ii) If on receipt of the notice any member wishing to bring forward any other business at the Special General Meeting they should give written notice to the Secretary, specifying the additional business. The notice must be received by the Secretary not less than seven days before the date of the meeting. The Secretary will immediately send to all financial members an amended notice specifying the additional business to be transacted at the meeting.
 - (c) The notice will be given to each financial member as recorded by the Secretary
 - (d) The accidental omission to give notice of a meeting or the non-receipt of notice by any financial member will not invalidate the proceedings at the meeting.
 - (e) A copy of the notice will be displayed in the clubhouse not later than the day on which notices are distributed to members.

BUSINESS TO BE TRANSACTED

19. (a) The Annual General Meeting is to be held for the following purposes:
- (i) Consideration and adoption of the Annual Accounts and Balance Sheet;
 - (ii) Consideration and adoption of the Reports of the Committee;
 - (iii) Election of office bearers;
 - (iv) Appointment of Financial Reviewer;
 - (v) Consideration of amount of annual subscriptions;
 - (vi) To consider and deal with any other business which may be brought before the meeting.
- (b) All business that is transacted at a Special General Meeting shall be Special Business.

QUORUM

20. (a) No business will be transacted at any Annual General Meeting or Special General Meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- (b) Twenty-five (25) voting members present at the meeting shall be a quorum.

ADJOURNMENT WHEN NO QUORUM

21. (a) After half an hour from the time appointed for the meeting, if a quorum is not present, the meeting will be dissolved and in any other case it shall stand adjourned to such day, time and place as the Committee 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 voting members present will be a quorum.

- (b) At least three days' notice in writing of the day, time and place of the adjourned meeting will be given in the same manner as for a General Meeting and will state that if twenty-five (25) voting members are not present the number present will be a quorum.

RIGHT TO VOTE

- 22.. (a) No person other than a voting member, whose subscriptions are not in arrears, is entitled to vote at an Annual General Meeting, or Special General Meeting, and each voting member present is be entitled to one vote.
 - (b) In the case of an equality of votes the Chairperson of the Meeting is entitled to a second or casting vote.
 - (c) No resolution relating to Special Business will be declared carried unless supported by two thirds of the voting members present.
23. At any General Meeting a resolution put to the vote will be decided on a show of hands, unless before the show of hands is called, a poll is requested by the Chairperson or by ten voting members present.
24. A requested poll will be taken by the issue of voting papers in such form as the Chairperson approves.

TERM OF OFFICE

25. The Committee, Men's, Women's and Greens Committees will be elected at each Annual General Meeting and will continue in office until their successors are duly elected or appointed.
- The position of Financial Adviser will not be an elected one. Following election of the Committee, that Committee will appoint a person to the position of Financial Adviser. Such person need not be a member of the Club.

VACANCIES

26. Any vacancy in the Officers or Committees will be filled by the Committee. If a member of the Committee is absent without leave for three consecutive meetings of that Committee, they will cease to be a member of that Committee unless the Committee otherwise decides.

NOMINATION AND ELECTION OF OFFICERS

27. (a) A notice will be posted in the Clubhouse calling for nominations and stating a date, being a date not later than twenty-one days from the date upon which the notice is posted, by which such nominations must be in the hands of the Secretary.
- (b) All nominations are to be in writing signed by two voting members as proposer and seconder and by the candidate for office and lodged with the Secretary not later than five o'clock in the afternoon on the date stated in the notice calling for nominations.
- (c) The names of all candidates nominated for office, together with the names of the proposer and seconder, are to be posted on the notice board in the clubhouse not less than seven days prior to the date of the Annual General Meeting.
- (d) If the number of candidates nominated do not exceed the number required, those nominated shall be declared duly elected by the Chairperson at the Annual General Meeting.
- (e) If there are insufficient nominations for office, further nominations limited to the positions where there is an insufficiency may be received up to the commencement of the Annual General Meeting.
- (f) If the candidates ~~so~~ nominated exceed the number required, the election will be by ballot conducted by the issue of voting papers in a form approved by the Chairperson.
- (g) No staff member or contractor will be eligible to serve on a Committee.
- (h) In the voting for the Men's Captain, Vice Captain and Men's Committee, only men voting members, whose subscriptions are not in arrears, are entitled to vote.

- (i) In the voting for the Women's Captain, Vice Captain, and Women's Committee, only women voting members, whose subscriptions are not in arrears, are entitled to vote.
- (j) In voting for the 9 Hole Convenor and Committee, only 9 Hole voting members, whose subscriptions are not in arrears, are entitled to vote.
- (k) Any voting paper containing affirmative votes for a greater number of candidates than are required to fill the position(s) will be declared invalid.

MANAGEMENT AND COMMITTEES

- 28.** (a) The management and control of the affairs of the Club (except as otherwise provided by these Rules) will be vested in a Management Committee (referred to as the "Committee") consisting of the President, the Vice President, the Men's Captain, the Women's Captain, the Greens Committee Convenor, Immediate Past President (ex officio) and Financial Adviser.
- (i) Only those members elected or appointed to the Management Committee are entitled to full voting rights at the Committee Meetings.
 - (ii) Where a Convenor is unable to be present at any Committee Meeting, a deputy may represent that Sub Committee and is entitled to vote only on any business relating to that Sub Committee.
- (b) The management and control of the affairs of Men's competitions will be vested in a Sub Committee to be known as the Men's Match Committee and will consist of a Men's Captain, a Men's Vice Captain and up to 5 other Men members.
- (c) The management and control of the affairs of Women's competitions will be vested in a Sub Committee to be known as the Women's Match Committee and will consist of a Women's Captain, a Women's Vice Captain and up to 5 other Women members.
- (d) The management and control of the affairs of Mixed competitions will be vested in a Sub Committee to be known as the Mixed Match Committee and will consist of the Men's and Women's Committee and two 9 hole representatives.
- (e) The management and control of the affairs of Junior Golf will be vested in a Sub Committee to be known as the Junior Committee.
- (f) The management and control of the affairs of the 9 Hole competitions will be vested in a Sub Committee to be known as the 9 Hole Match Committee and will consist of a Convenor and up to 5 other 9 Hole members.
- (g) The management and control of the affairs of the Greens will be vested in a Sub Committee to be known as the Greens Committee and will consist of a Convenor and up to 4 members.
- (h) With the exception of the Financial Advisor, no-one other than a voting member is eligible to hold office on a Sub Committee and upon a member of the Sub Committee ceasing to be a voting member, they will cease to hold office.
- (i) The Committee may appoint any members of the Club to Sub Committees that they may deem necessary. Such Sub Committees will report their proceedings to the Committee and will conduct their business in accordance with the directions of the Committee.

COMMITTEE

- 29.** (a) (i) Meetings of the Committee will be notified by the Secretary in accordance with instructions given by the Committee
- (ii) At the direction of the President
 - (iii) Upon receiving a request signed by not less than two members of the Committee.
 - (iv) At least one clear day's notice of any meeting must be given to all members of the Committee.

- (b) The President, or failing him, a member selected by the meeting will preside as Chairperson at the meetings of the Committee.
- (c) At any meeting of the Committee, four members present will be a quorum.
- (d) In the case of an equality of votes the Chairperson of the Meeting will be entitled to a second or casting vote.

POWERS OF COMMITTEE

30. (a) Subject to any statutory enactment or rule of law to the contrary all the powers and the entire management and control of the Club is to be managed by the Committee provided always that the Committee is subject to the directions of the General Meeting.

(b) Provided further the Committee will not let, sell, exchange, mortgage, charge or otherwise dispose of any real property of the Club, nor borrow money in excess of \$50,000.00 by way of bank overdraft or otherwise, nor give security over all or any of the real or personal property, of the Club unless first authorised at an Annual General Meeting.

31. The Committee may appoint staff and contractors whose terms of employment will be decided by the Committee.

SECRETARY TREASURER

32. (a) There will be a Secretary and a Treasurer (or one person holding the two offices) appointed by the Committee who need not be a member of the Club and who may be paid a salary as the Committee determines.

(b) The Secretary will keep full and correct minutes of all proceedings at meetings of the Club and of the Committee and will maintain a list of members and their addresses and the dates at which they became members and perform such other duties as the Committee may decide.

(c) The treasurer will be responsible for keeping proper books of accounts for the Club and submitting a duly reviewed Balance Sheet and Income and Expenditure Account for the last financial year, to each Annual General Meeting and will perform such other duties as the Committee may decide.

FINANCIAL REVIEWER

33. The Club will appoint a person to review the Annual Financial Statements of the Club ("the Reviewer"). The Reviewer will conduct an examination with the objective of providing a report that nothing has come to the Reviewer's attention to cause the Reviewer to believe that the financial information is not presented in accordance with the Club's accounting policies.

The Reviewer must be a suitable qualified person, preferably a member of the New Zealand Institute of Chartered Accountants, and must not be a member of the Committee, or an employee of the Club. If the Club appoints a Reviewer who is unable to act for some reason, the Committee will appoint another Reviewer as a replacement.

The Committee is responsible to provide the Reviewer with:

- (a) Access to all information of which the Committee is aware that is relevant to the preparation of the Financial Statements such as records, documentation and other matters.
- (b) Additional information that the Reviewer may request from the Committee for the purpose of the review.
- (c) Reasonable access to persons within the Club from whom the Reviewer determines it necessary to obtain evidence.

SOLICITOR

34. A solicitor to the Club may be appointed by the Committee to act as legal advisor on all matters upon which a legal opinion is required.

FINANCE

35. (a) All monies received by the Club are to be lodged to the credit of the Club with a trading bank or a savings bank. Cheques and orders for withdrawal will be signed by any two of the following officers of the Club:-
President, Vice President, Secretary and Financial Advisor
- (b) Monies not immediately required for any purposes of the Club may be invested by the Committee in any investment authorised by law for the investment of trust funds.
- (c) For financial purposes the Club year will commence on the first day of September in each year and end on the last day of August next following.

COMMON SEAL

36. The Club will have a Common Seal which will be kept in the custody of the Secretary and only used pursuant to a resolution of the Committee and signed by the President and one other officer of the Club.

RULES OF PLAY

37. The rules of play will be the Rules of the Game of Golf as adopted by the Royal and Ancient Golf Club of St Andrews, except in so far as they may be varied by the New Zealand Golf Association or by local rules of the Club.

OFFICIAL CLUB DAYS

38. (a) Thursday is allocated for Women for the running of their regular weekly competition.
- (b) Saturday is allocated for Men for the running of their regular weekly competition. In addition, Women are allocated a time on Saturday morning to play their weekly competition.
- (c) 9 Hole members are allocated a time on Tuesday mornings to play their weekly competition.

ALTERATION OF RULES OF THE CLUB

39. (a) These Rules may be altered, added to or rescinded in whole or in part by a resolution of the Club at a Annual General Meeting, or Special General Meeting, by two thirds of voting members present and voting at the meeting.
- (b) Notice of the proposed alteration, addition or rescission will be given in the notice convening the meeting either by printing the full text of the proposal or by indicating the general nature thereof and stating where copies of the text are available for inspection.
- (c) Any addition or alteration necessary to conform with any requirement of the Registrar of Incorporated Societies may be made by the Committee without reference to any General Meeting of members.
40. The decision of the Committee on the interpretation of the Rules of the Club, or any matter or thing not contained in these Rules and which pertains to the Club, its property or interest will be conclusive and binding on all members of the Club until revoked in General Meeting.

BINDING ON MEMBERS

41. Every member shall be bound by the Rules of the Club.

COLOURS OF THE CLUB

42. The colours of the Club will be green, gold and white or combinations of these colours incorporating the Club monogram for use on jersey's / shirts for interclub teams, with the approval of the Committee.

INDEMNITY

43. (a) The Committee and staff of the Club will be indemnified by the Club against all losses and expenses incurred in the discharge of their duties excepting such as arise from theft, fraud or collusion for personal gain.
- (b) No member of the Committee will be liable for the acts or defaults of any other member of the Committee or any loss occasioned by their wilful default or by their wilful acquiescence. The Committee and each of its members will 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 wilful default

WINDING UP

- 44.** (a) The Club may be voluntarily wound up in accordance with the provisions of “The Incorporated Societies Act 1908” or any statutory enactment substituted thereof
- (b) In the event of the winding up of the Club if a surplus of assets remains after the payment of all the Club’s debts and liabilities, the assets will not be paid to or distributed among the members but will be given to such charitable societies with like or similar objective as the Club resolves in General Meeting. Payment shall will be made only to an incorporated society whose Rules prohibit the distribution of funds of the society among the members of that society.

Constitution updated and approved at the Annual General Meeting held on 26 November 2018