

**BYLAWS, AND POLICIES OF
THE CROMWELL GOLF CLUB INCORPORATED**

Bylaw:

1. Membership categories

Policies:

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Bylaw 1: Membership Categories

1. The Club shall be composed of the following classes of members, having the respective rights and privileges herein described.
 - a **Full Playing Members.** They shall be entitled to all the privileges of membership.
 - b **School Children and Junior members.** Junior members are aged 29 years and under at the start of the subscription year (1 Oct). Junior members have full voting and playing rights. School Children must get the approval of the Committee prior to playing in any Club Competition, and the Committee reserves the right to place conditions on School Children's play in Club competitions. Subscriptions to be set at:
 - 10% of Full Playing Membership for School Children.
 - 25% of Full Playing Membership for Junior Under 22, non-School Children.
 - 50% of Full Playing Membership for Juniors 22-25.
 - 75% of Full Playing Membership for Juniors 26-29.
 - c **Life Members.** On the recommendation of the Committee, a member may be elected as a Life Member at any General Meeting, in recognition of services rendered, or as a mark of personal esteem. A two thirds majority of those present and voting shall be necessary at such election. The Life Member shall then be entitled to all the privileges of Full Playing Members, but shall be exempt from all fees, subscriptions, or levies.
 - d **Honorary Members.** The Committee shall have the power to confer Honorary Membership on any person for any period and upon such classification as the Committee shall deem fit. They shall not be entitled to vote or stand for positions on the Committee.
 - e **Country Members.** They shall be entitled to all the privileges of membership except that they shall not be entitled to vote at General Meetings, serve on the Committee, or participate in the Club Championships or other such events as the Committee may from time to time determine, and must be full paying members of another golf club. Their normal place of residence shall not be within a twenty-kilometre radius of the Cromwell Golf Club.
 - f **Women's 9-hole.** They shall participate in organised 9-hole competition and be entitled to play 9-hole rounds outside of other competition times. They may be able to play in other club events on invitation of the Committee. They shall be entitled to vote at General Meetings and stand for positions on the Board or the Committee
 - g **Men's 9-hole.** They shall participate in organised 9-hole competition and be entitled to play 9-hole rounds outside of other competition times. They may be able to play in other club events on invitation of the Committee. They shall be entitled to vote at General Meetings and stand for positions on the Board or the Committee.
 - h **Temporary Members.** Application for temporary membership will be received by the Manager and considered on its merits, and such membership may be granted on such conditions as the Manager may

in his/her absolute discretion think fit. They shall not be entitled to vote or stand for positions on the Committee.

- i **Social Members.** Applications may be accepted by the Manager. Such members shall be entitled to enjoy the clubhouse and its facilities and to play the occasional few holes of golf, at the sole discretion and with the consent of the Manager. Members will not be entitled to play in events or competitions nor to participate in the operation of the Club other than as volunteers. They shall not be entitled to vote or stand for positions on the Committee.
- j **Full Starter Members.** Starter membership is available to people who have never been a member of a golf club and are new to golf. Starter membership is available for a maximum of 2 years after which the member must change to another membership category. They shall have full voting, playing rights at Cromwell Golf Club and be able to stand for Committee.
- k **Casual Members.** This membership is a casual only golf category. Casual members have unlimited use of the course, provided the course is open for general play. Casual members may not play in club competitions or as part of the competition field and shall not be entitled to vote or stand for positions on the Committee.
- l **Corporate Members.** Corporate members shall be afforded all the privileges of membership through payment of a corporate package as approved by the Board.
- m **Reciprocal Rights.** Reciprocal rights (special reduced rates with selected clubs) apply only to the membership category of 'Full Playing members'.

Policy 1: Cromwell Golf Club Hole in One Policy

1. Club members playing in a formal club event (at home or away) will be presented with a trophy with the golf ball mounted on it, a NZ Golf "Hole in One" pin, and a bottle of wine (from the range we carry in the bar). The cost of these comes from the relevant men's/women's match committee funds.
2. Visitors scoring a hole in one on our course will be acknowledged in the results only. Anything further is up to their home club.
3. A hole in one during a casual or non-competitive round is not formally recognised.

Policy 2: Code of Conduct & Disciplinary Policy

1. **Introduction.** The purpose of this code is to assist members and guests of Cromwell Golf Club to know and understand the standards of behaviour expected and shall apply at all times, including when at or representing the Cromwell Golf Club. The policy sets out the disciplinary process and outlines to all players, members and the public how to make a complaint and how the disciplinary process of Cromwell Golf Club works. Nothing in this policy prevents a complainant contacting local authorities to lay a complaint.

2. **Standard of Behaviour.** To be a member of the Cromwell Golf Club is a privilege, not a right. By applying and being approved as a member, a standard of behaviour and conduct is expected while at or representing the Club or dealing in Club matters. The standard of behaviour includes, but not limited to:

- Maintain a high standard of conduct and sportsmanship on the course and comply with the rules and etiquette of golf.
- Maintain a high standard of conduct off the golf course and avoid any action that may discredit the Club and the sport of golf.
- Maintain a high standard of appearance and adhere to dress codes.
- Treat people with respect and not use foul or abusive language, abuse equipment, display bad temper or poor sportsmanship at any time.
- At all times, abide by the decisions of, and co-operate with, the Board and Committees.

3. **Code of Conduct.** As a member of Cromwell Golf Club, a certain standard of behaviour is expected that reflects the basic requirements of sportsmanship, integrity, courtesy and respect to be shown to all other members, competitors, officials and the public. Without limiting the basic requirements of sportsmanship, integrity, courtesy and respect, matters of conduct likely to reflect unfavourably on the game include:

- Bad temper, club throwing, foul and abusive language.
- Failure to adhere to the rules and etiquette of the game of golf.
- Unsportsmanlike conduct and unnecessary gamesmanship.
- Physical violence and threatening behaviour.

4. A person engaging in any behaviour that may be detrimental to the game of golf or Cromwell Golf Club is in breach of the code of conduct and should be reported to the relevant Club Captain or Manager, within three days of the matter occurring. It is in the best interests of the game that such behaviour is reported, and all players, members and members of the public are encouraged and have a duty to report such behaviour.

5. **Disciplinary Committee.** The Board of the Cromwell Golf Club will appoint a Disciplinary Committee to oversee the complaints procedure set out in Section 5 and to conduct investigation, hearings and impose penalties within the guidelines in Section 7 as may be deemed necessary. The Disciplinary Committee will be responsible for implementing this policy in a fair and impartial manner. The Committee will be made up of:

- The Club President (as the Convenor of the Disciplinary Committee).

- Men's and Women's Club Captains.
 - A member of the Cromwell Golf Club Board.
6. **Complaints Procedure.** Complaints may be made by any person including a competitor, member, visiting guests, other associated golf club members, and members of the public. Complaints must be made in the first instance within 3 working days of the matter occurring to either the relevant Club Captain or the Manager (who is to pass it on to the relevant Club Captain). Following initial complaint being laid, this must be followed up in writing in an acceptable timeframe. Once received the Club Captain will determine the offence and grade it in accordance with Section 6 below. The Club Captain is to take the following actions, ensuring they keep all parties involved informed about the complaints process:
- a. If the matter is Grade 1, of a minor nature, the Club Captain will discuss the complaint with the person(s) involved and deal with the complaint by either dismissing the complaint or deal with it by way of the first step in Appendix 1 whereupon the matter will be closed.
 - b. If the matter is Grade 1, but the person involved has already had step one of Appendix 1, then the Club Captain will discuss the complaint with the person(s) involved and either dismiss the complaint or deal with it by way of the second step in Appendix 1.
 - c. If the matter is a Grade 2 or 3 offences, or involves a Grade 1 suspension, the Club Captain will carry out a preliminary investigation and gather all the facts of the complaint as is reasonably available within seven days from the receipt of the Complaint notice. This may include speaking to the accused person and getting a written report from that person. The matter will then be referred to The Disciplinary Committee in accordance with section 7.
7. **Grading of Complaints.** All complaints and charges are to be graded 1 (least serious) to 3 (most serious). This is to be conducted in reference to Appendix 1 and the following:
- a. The Club Captain is required to determine the grading of the offence. The grading allocated will determine the action to be taken and the potential penalty a player may receive. Therefore, consistency of grading across offences is important and it is a requirement that records are kept supporting the grading process.
 - b. On some occasions, the Club Captain may not recommend a grading because of the seriousness of an incident and may automatically refer the complaint to the Disciplinary Committee.
8. **Disciplinary Committee Functions.** The Disciplinary Committee will meet on an as required basis to perform the following functions:
- Review complaints information notices in relation to grade 1 offence and ensure consistency in application.
 - Consider all grade 2 and 3 complaints and appeals to a grade 1 penalty. Note, depending on the nature of the complaint the Disciplinary Committee may refer to the local authorities to ensure it is handled in accordance with the Crimes Act.
 - Where necessary hold investigations, including a hearing into the complaint or appeal.

9. Notice of any hearing of the Disciplinary Committee shall be given, in the case of a complaint, to the person(s) subject of the complaint and the complainant; and in the case of an appeal, to the persons affected by the appeal and the appellant. The notice will specify the date, time, and place of any hearing and will be accompanied by copies of all material relevant to the complaint. The notice will also specify if the hearing is to be attended by written submissions or whether the parties are required to attend in person, with the opportunity to have representation attend also. Hearings will be in private with only the accused and his/her representative and the Disciplinary Committee.

10. No formal legal representative or counsel shall be entitled to attend, provided that the Disciplinary Committee may receive such legal advice as it deems necessary. Any participant to the hearing will advise if a conflict of interest could be lodged by any party.

11. **Decisions and Penalties.** If a complaint is upheld by the Disciplinary Committee, it shall give its decision in writing, within 5 days, with reasons for the decision and any penalty imposed. It would be expected that the Disciplinary Committee will deal severely with proven cases of serious misconduct and in some cases the conduct may constitute a criminal offence in which case the matter should be referred for legal advice.

Appendix 1 to Policy 2: Grades of Offences and Process

1. General examples of grading of complaints of conduct likely to bring the game into disrepute (not an exhaustive list) and the process map are:

Grade	Offences	Process
Grade 1	<ul style="list-style-type: none"> • Bad language to and / or ill-mannered behaviour of another player, guest, club employee, volunteer, or non-member. • Improper treatment of equipment, including throwing of clubs. • Use of club other than within the intentions of the game e.g., damaging trees with clubs etc. • Failure to complete a round when representing the club in any sanctioned tournament / interclub match. 	<p>If no previous offences any one of the following processes will be adopted:</p> <ol style="list-style-type: none"> 1. Verbal warning with notice on file. 2. Written warning issued to member. 3. Penalty of suspension imposed by Disciplinary Committee. <p>If multiple or repetitive in nature, consideration should be given to elevating to the Disciplinary Committee.</p> <p>If the next incident is a Grade 2 offence, then that process will override the above.</p>
Grade 2	<ul style="list-style-type: none"> • Behaviour bringing the club into disrepute. • Theft of minor items. • Excessive or offensive bad language. • Verbal abuse or threatening behaviour to another player, guest, club employee, volunteer, or non-member. • Breaking clubs. 	<p>If no previous offences any one of the following processes will be adopted depending on the seriousness of the offence:</p> <ol style="list-style-type: none"> 1. Written warning issued to member. 2. Penalty of suspension imposed by Disciplinary Committee. 3. Penalty of expulsion as determined by the Disciplinary Committee. <p>If the offence is considered serious, or there are other recent offences, then a step can be passed at the discretion of the Disciplinary Committee.</p>
Grade 3	<ul style="list-style-type: none"> • Any serious misuse of alcohol or drugs on the course or club premises. • Serious theft. • Assault of a player, guest, club employee, volunteer, or non-member. • Sexual or verbal harassment. 	<p>Depending on the seriousness of the offence any one of the following actions may be adopted.</p> <ol style="list-style-type: none"> 1. Written warning issued to member. 2. Penalty of suspension imposed by Disciplinary Committee. 3. Penalty of expulsion as determined by the Disciplinary Committee. <p>Step 1 will only be taken if the offence is of a lesser scale otherwise a penalty of suspension will usually be imposed.</p>

2. A clean slate policy will apply to any offence after a twelve-month period from date of completing last penalty.

Policy 3: Dress Code

1. The standard of dress should be neat and tidy, conservative, comfortable and applicable to the conditions. The Committee reserves the right to enforce proper standards of dress, both on the course and in the clubhouse.

Policy 4: Course Etiquette

- 1. Golf Etiquette.** Etiquette is an integral part of the game, defining golf's core values. It describes the manner in which the game of golf should be played to ensure all players gain maximum enjoyment. In short, it's about RESPECT:
 - Respect for the course – leave the course as you would like to find it by repairing pitch-marks, replacing divots, and raking bunkers.
 - Respect for your fellow players – be sportsmanlike and polite, stay by the green to watch them hole out, and avoid distracting them.
 - Respect for the game – by knowing the Rules and etiquette of golf.
- 2. Spirit of the Game.** Golf is played, for the most part, without the supervision of a referee or umpire. The game relies on the integrity of the individual to show consideration for other players, care for the course and to abide by the Rules. All players should conduct themselves in a disciplined manner, always demonstrating courtesy and sportsmanship, irrespective of how competitive they may be.
- 3. Safety.** Players should ensure that no one is standing close by or in a position to be hit by the club, the ball or any stones, pebbles, twigs or the like when they make a stroke or practice swing. Wait until the players in front are out of range before hitting up. When Grounds-staff are working on-course, players **MUST** wait until grounds-staff have moved away from the players intended line of shot. Grounds-staff will move as soon as they possibly can. If your ball is heading in a direction where there is a danger of it hitting someone, shout a loud warning immediately. The traditional word of warning is 'FORE!'
- 4. Pace of Play.** It is a group's responsibility to keep up with the group in front. If you lose a clear hole and a following group is waiting, you must let them play through. The term "Group" includes 1 to 4 players.
- 5. Priority on the Course.** Generally, any group playing a whole round is entitled to pass a group playing a shorter round, unless otherwise determined by the Committee. Note: The Women's Match Committee resolved that 9- & 18-hole players have equal rights on match days. It should be remembered that consideration should be always shown to others on the course and pace of play etiquette still remains the determining factor regardless of priority on the day (respect for all golfers).
- 6. Putting Green.** To avoid damaging the hole, players and caddies should not stand too close to the hole and should take care during the handling of the flagstick and the removal of a ball from the hole. The head of a club should not be used to remove a ball from the hole. Players should not lean on their clubs when on the putting green, particularly when removing the ball from the hole. Do not stand or walk on another player's line of putt or cast shadow over same. Repair all pitch marks before leaving green.
- 7. Bunkers.** Before leaving a bunker carefully smooth over all holes and footprints using the rake provided. On casual and club days, it is recommended that rakes be placed, inside the bunker, parallel to the line of play. Tournament committees reserve the right to change this to outside the bunker for specific tournaments.
- 8. Course.** Please stand away from the peripheral view of a player who is hitting and remain silent. Take a sand bucket with you prior to starting your round (sand buckets available near the clubhouse before tees 1 and 10). Repair all divots and sand over them as required.

9. **Preventing Unnecessary Damage.** Players should avoid causing damage to the course by forming divots when taking practice swings (recommend only taking one practice swing) or by hitting the head of your club onto the ground, whether in anger or for any other reason.

10. **Conclusion – Penalties for breaches of Etiquette.** If players follow the guidelines in this section, it will make the game more enjoyable for everyone. If a player consistently disregards these guidelines during a round or over a period of time to the detriment of others, it is recommended that the Committee considers taking appropriate disciplinary action against the offending player. Such action may, for example, include prohibiting play for a limited time on the course or in a certain number of competitions. This is considered to be justifiable in terms of protecting the interests of the majority of golfers who wish to play in accordance with these guidelines. In the case of a serious breach of etiquette, the Committee may take action under Rule 1.2 (Standards of Player Conduct) of the R&A Rules of Golf

Policy 5: Member's Guests

1. **Preamble.** The Club allows current members to have guests play golf with them at a reduced green fee rate. This policy provides the guidelines of who is entitled to receive the guest rate green fee and restrictions on its use.
2. **Membership category with this privilege.** Guests of all membership categories with full 9- and 18-hole playing privileges who bring guests to play will be entitled to receive the guest green fee rate. This includes all full, 9-hole, junior, country and life members. Excluded from this rate are casual member's guests. Casual members do not have full playing privileges.
3. **Restrictions.**
 - The member must play golf with their guests.
 - There is a limit of 3 guests playing with the member who can receive the guest rate green fee (as the member can only play with a maximum of 3 other people).
4. **Green Fee Rate.** The green fee is reviewed annually as part of the Club's overall green fee structure and any changes to the rate shall be approved by the Board. There is a 9-hole and 18-hole member's guest rate.

Policy 6: Privacy Policy

1. **Purpose.** The Cromwell Golf Club complies with the New Zealand Privacy Act 2020 (the Act) when dealing with personal information. Personal information is information about an identifiable individual (a natural person). This policy sets out how we will collect, use, disclose and protect your personal information. This policy does not limit or exclude any of your rights under the Act. If you wish to seek further information on the Act, see www.privacy.org.nz.

2. **Changes to this Policy.** We may change this policy. Members will be informed via email or other Club communication of changes and the date the changes apply from.

3. **What Information Do We Collect?** We gather various information about our current and potential customers including current and potential customers of our member clubs. This information includes:

- Your name.
- Your email, residential or business addresses.
- Your Date of Birth and gender details.
- Your telephone numbers.
- Details of your club membership.

4. **Where Do We Collect Your Personal Information Form?**

- By you to us for the purpose of enquiring about or receiving our products and services.
- To us by you through any other method, including member website login and through your correspondence and discussions with us; and
- Third parties where we reasonably believe you have authorised this, or where we reasonably believe the information is publicly available.

5. **How Will We Use Your Personal Information?** We will use your personal information:

- To verify your identity.
- To provide, market, and / or improve services and products to you, including contacting you electronically (e.g., by text or email for this purpose).
- To bill you and to collect money that you owe us, including authorising and processing credit card transactions.
- To respond to communications from you, including a complaint.
- To conduct research and statistical analysis (on an anonymised basis).
- To protect and / or enforce our legal rights and interests, including defending any claim.

- For any other purpose authorised by you or the Act.

6. **Email, Newsletters and Other Notices.** We may send emails throughout the enquiry process or related to the products and services you receive from us as well as other newsletter emails you elect to receive. In addition, we may send out promotional material to you promoting products and services we think that may be relevant to you. It is our policy to immediately remove any person from any mailing list upon the person's request.

7. **App and Website Information.** When you use our app or website, we may collect information about how you interact with us including.

- Your browser's internet address and IP address.
- The date and time of your visit.
- Your electronic device.
- The pages you have visited on our website and on other sites immediately prior to or after you visit our website.

8. This information is used to:

- Verify your identity when accessing our services.
- Learn about your preferences in connection with the services we provide.
- Maintain and update our membership records.

9. We may also provide this information to our partners for carrying out data analytics services for the purpose of providing insights to our business operations. The information may be combined with other personal information we have collected from you or have received from a third-party partner. When you access our app you may be prompted to allow us access to your location information and to allow us to provide you with push notifications on your mobile device. If you agree to allow these functions and later change your mind, you can opt-out by updating the privacy settings on your mobile device. Our app and website contain links to websites of our third-party partners and sponsors. Information you may provide on these websites is subject to the privacy policies of our partners. We encourage you to make enquiries of such policies before providing our partners with your personal information. Some of the functions of our app may be provided or hosted by third parties which have no affiliation with us. These third parties may collect similar information to that outlined above.

10. **About our Cookies.** Cookies are small pieces of information that our website sends to our app and your web browser and stores on your devices hard drive. We use cookies and other tracking technologies to collect statistical information about our app and website and to help provide you with a tailored and personalised experience based on your preferences. Our cookies collect data about your devices operating system and how you use our app and website. You can elect to disable cookies in your internet browser or device settings however this may reduce the functionality of our app and website. To ask your browser to block cookies simply search online for "cookies" and the name of your internet browser for step-by-step instructions. Our

app and website may also issue third-party cookies and tags which may collect similar information for our trusted third-part partners to use in the marketing and data analytics services we receive.

11. **Disclosing Your Personal Information.** We may disclose your personal information to:

- Clubs that are affiliated to Golf New Zealand.
- Any business that supports our services and products, including any person that hosts or maintains any underlying IT system or data centre that we use to provide the website or other services and products.
- Other third parties (for anonymised statistical information).
- A person who can require us to supply your personal information (e.g., a regulatory authority).
- Any other person authorised by the Act or another law (e.g., a law enforcement agency).
- Any other person authorised by you.

12. **Consent.** You consent to the collection and use of your personal information by the **Cromwell Golf Club** in accordance with this privacy policy. By using our app and website you consent to the storing and accessing of cookies on your device.

13. **Protecting Your Personal Information.** We will take reasonable steps to keep your personal information safe from loss, unauthorised activity, or other misuse.

14. **Accessing and Correcting Your Personal Information.** Subject to certain grounds for refusal set out in the Act, you have the right to access your personal information that we hold and to request a correction to your personal information. Before you exercise this right, we may need evidence to confirm that you are the individual to whom the personal information relates. In respect of a request for correction, if we think the correction is reasonable and we are reasonably able to change the personal information, we will make the correction. If we do not make the correction, we will take reasonable steps to note on the personal information that you requested the correction. If you want to exercise either of the above rights, email us at cromwell@cromwellgolf.co.nz. Your email should provide evidence of who you are and set out the details of your request (e.g., the personal information, or the correction, that you are requesting).

15. **Internet use.** While we take reasonable steps to maintain secure internet connections, if you provide us with personal information over the internet, the provision of that information is at your own risk. *If you post your personal information on the website, message board, Facebook, chat room, you acknowledge and agree that the information you post is publicly available.*

16. If you follow a link on our website to another site, the owner of that site will have its own privacy policy relating to your personal information. We suggest you review that site's privacy policy before you provide personal information. *We use cookies (an alphanumeric identifier that we transfer to your computer's hard drive) so that we can recognise your browser to monitor your use of the website. You may disable cookies by changing the settings on your browser, although this may mean that you cannot use all of the features of the website.*

17. **Updates to our Information Practices.** We reserve the right to change this policy. By continuing to liaise and engage with us in respect of any products and services supplied or provided by us, you agree to be bound by the amended policy. You should check from time to time to see if the policy has changed.

Policy 7: Vehicle and Drivers Policy

1. **Policy Statement.** This policy covers any vehicle owned by Cromwell Golf Club that is used by an employee or by a club volunteer for club business purposes. Club vehicles are not available for member use.
2. **Responsibilities.** The Manager must conduct an annual inspection of licences of those authorised to use the club vehicles to ensure they are current and valid. A record will be kept in the “Health and Safety Manual”. Employees and club volunteers who use, or may use, a vehicle are required to advise the Manager immediately if their licence is invalidated or cancelled, or they are unable to drive for a medical reason.
3. **Procedures.** When an employee or club volunteer is required to use a vehicle on-road they must:
 - Hold and continue to hold a current full NZ driver licence.
 - Read and sign the Drivers Agreement (Appendix B).
 - Comply with Cromwell Golf Club procedures relating to vehicle use.
 - Abide with all NZ Road Rules and use vehicles properly and responsibly and in compliance with the law.
4. **Authorised travel.** Club vehicles are to be used for authorised club business only and are not to be used for personal travel.
5. **Fuel Cards.** The course superintendent has an Allied Petroleum fuel card. The fuel card is only to be used for fuel and oil for Club vehicles (or for an employee’s vehicle when being used for club business, with prior approval from the Manager).
6. **Maintenance and Servicing.** Responsibility for servicing, maintenance, and warrant of fitness sits with the Course Superintendent.
7. **Damage.** In the event of an accident or vehicle damage the driver must immediately advise the Manager. The Manager will then complete the claim form and forward to the appropriate insurer. The claim form must be signed by the driver as well as the Manager. In the event of an accident, see Appendix A – Car Accident Report Procedure.
8. **Expenses.** All insurance, registration, work-related petrol/diesel (via the fuel card), oil, routine maintenance, and other work-related car expenses of club owned vehicles will be paid by the club but employees or club volunteers driving those vehicles are responsible for payment of all driving and parking fines. This includes costs for unpaid fines relating to a club vehicle incurred while in their possession.
9. **Garaging.** As the Course Superintendent is effectively on-call to deal with irrigation issues after hours, the utility vehicle should be taken home by the Course Superintendent every evening (unless authorised by the Manager).
10. **Smoking, Alcohol and Drug Use.** Smoking is not permitted in any club vehicle under any circumstances. Under no circumstances is an employee or club volunteer to drive a club vehicle while under the influence of alcohol or drugs. Where alcohol will be consumed, arrangements must be made for a ‘non-drinking’ employee or an ‘approved driver’ with a current and valid licence, to drive the vehicle. Where a non-drinking driver is not available, alternative transport arrangements must be made.

11. **Misuse of a Club Vehicle.** Where the club is satisfied that an employee responsible for a company vehicle is negligent or has misused the vehicle, disciplinary action may be taken which could include up to and including termination of employment. Convictions for offences involving the use of alcohol or drugs while driving will automatically result in loss of entitlement to use a club vehicle and may result in disciplinary action up to and including termination of employment. Where an employee or club volunteer is disqualified from driving, entitlement to use a club vehicle will be withdrawn. Reinstatement of a vehicle is at the discretion of the manager.

12. **Insurance Excess.** Where an accident or damage to a vehicle has occurred and the employee or club volunteer driver is 'at fault' and/or is deemed negligent, the employee can be held liable for paying the insurance excess. This decision will be made by the Board.

13. **Approved Drivers.** All drivers must have authority from the Manager prior to using a company vehicle. The Manager must ensure that any person authorised to drive a company vehicle has a valid driver's licence and is aware of the conditions contained in this policy. *Any costs associated with a claim against a club vehicle while in the possession of an unauthorised driver, i.e., not approved as noted above, will be a direct claim on that person and/or the employee who has permitted the use of the vehicle. The club will accept no responsibility for such costs.*

Appendix A to Policy 7: Car Accident Report Procedure

1. Move your car to as safe a spot as possible, switch off your ignition, and switch on your flashing hazard indicator lights. Determine whether there have been any personal injuries in your car. If there have been injuries attempt to make the injured person(s) as comfortable as possible, but do not attempt First Aid unless you are qualified to do so and do not move the injured person(s) unless it is necessary to do so to prevent further injury. Call 111.

2. **Reporting accidents to the police.** If you have been involved, directly or indirectly, in an accident while driving, and someone has been hurt or property has been damaged, you are legally required to report it to the police:

- Death or injury – If someone was killed or injured in the accident, you must report it to the police as soon as reasonably practicable, and within 24 hours at the latest, unless you cannot report it because you have been injured yourself.
- Damage to parked cars – If the accident involved damage to a parked vehicle or to other property, but you cannot contact or identify the owner quickly and easily, you must report the accident to the police as soon as reasonably practicable, and within 60 hours (2½ days) at the latest.

3. You can be fined if you do not report the accident in these situations unless you have a reasonable excuse. You do not have to report accidents if no-one is injured, and you are able to contact the owner of any unoccupied vehicle or other property that was damaged.

4. **Reporting damaged cars or other property to the owner.** If an accident you are involved in causes damage to a parked vehicle or other property, you must contact the owner within 48 hours (unless you cannot because you are injured). You must tell the owner:

- your name and address
- where the accident happened
- the damaged vehicle's registration number (if the damage was to a vehicle).

5. You can be fined if you do not do this unless you have a reasonable excuse. If you cannot contact the owner, you must report the accident to the police no later than 60 hours after the accident.

DO NOT discuss the details of the accident with anyone!

DO NOT express an opinion as to who was at fault!

DO NOT agree to make good any damage!

6. If your vehicle is not in a condition to be driven, arrange for it to be removed to a suitable 'storage' place. Record as soon as possible details about the crash in writing. As soon as it is practicable, report all relevant details of the accident to the Manager.

Appendix B to Policy 7: Conditions of Use

Note: All employees are required to sign the 'Conditions of Use' form below prior to initial use.

1. Cromwell Golf Club vehicles may only be used by employees and club volunteers holding a current, full drivers' licence, and are required to provide evidence of such licence at any time on demand. When driving a Club vehicle:

- All authorised drivers must use the vehicles properly and responsibly and in compliance with the law. The utility vehicle will be branded with Cromwell Golf Club artwork and therefore the vehicle needs to be driven in a controlled, sensible, and lawful manner.
- There is no smoking in vehicles.
- Mobile phones are not to be used while driving a vehicle unless with a hands-free kit. Drivers are required to park the vehicle in a safe location when dialling/answering a phone number or writing/reading a text message.
- The vehicle is not to be driven when it is in an unsafe condition.
- The vehicle is to be locked when unattended and all valuables are removed from sight. Cromwell Golf Club will not be responsible for the theft or loss of any personal belongings from a club vehicle.
- The vehicle is not to be operated while under the influence of alcohol or drugs.
- Drivers are not permitted to pick up hitchhikers or carry passengers unknown to the driver.
- Drivers are to pay any parking infringement notices and traffic violation fines associated with the use of the vehicle and notify the Manager of any such fines/violations.
- Safety belts are to be worn by all occupants.
- All loose items are secure within the passenger areas or stored in the boot of the vehicle.
- Use the fuel card only for the purpose that it is intended.
- The vehicles are to be cleaned regularly.
- The driver will be responsible for ensuring that proper procedure regarding traffic accident reporting is followed should they be involved in a traffic accident in which a club vehicle or third-party property is damaged. Refer to "Car Accident Report Procedure". Employees may be required to pay associated repair costs to club vehicles, other vehicles and/or third-party property if damage occurs because of careless driving. This will be at the discretion of the Board.

2. **Conditions of Use Agreement.** I confirm I have read, understand, and agree to the conditions contained in the Cromwell Golf Club vehicle policy.

Signed: _____ Driver's License Number: _____
Name: _____ Date of Issue: _____

Date:

Expiry Date:

Policy 8: Covid Policy

- Preamble.** It is the Club Board's responsibility to ensure the Golf Club is a safe place for staff, members, and visitors. The Government's March 2022 amendment of the "traffic light system" has necessitated a review of this policy.
- Process.** The "traffic light system" has been changed as of 5th April 2022. The golf club's policy will follow the government traffic light system and Golf NZ advice with regards to both indoor and outdoor activity. Under the various traffic light settings, the following will apply:

	Red	Orange	Green
My Vaccine Pass	Not required for playing golf or for use of the club facilities		No restrictions
Scanning	No requirement to scan in upon arrival		No restrictions
Clubhouse	Limited to 200 people Customers to be separated	No limit on capacity	No restrictions
Masks	To be worn in the clubhouse except when seated to eat and drink		No requirement but it is encouraged
Pro Shop	Masks to be worn in the shop		No restrictions

This updated by-law comes into effect on 5 April 2022.

Policy 9: Hold of Membership Policy

A hold on Membership will only be considered for medical reasons.

1. Applications must be in writing and should be accompanied by a medical certificate or an ACC claim acceptance letter explaining the injury/medical condition.
2. The applicant must have been a member of the Cromwell Golf Club for a minimum of three years.
3. The “stand down” period for an injury/medical condition must be for a minimum of three months.
4. Membership will not be put on hold due to an injury/medical condition of the applicant’s spouse or partner.
5. Membership will not be put on hold for travel commitments.
6. Applications will be considered by the Club Manager and may be approved or forwarded to the Club Committee for approval.
7. The Club Manager will inform the applicant of the decision in writing.
8. If approved, a credit for the “stand down” period will be applied to the Member’s account for the following year.
9. If membership is to resume after the beginning of the Club’s financial year, the pro-rata rate for that year will apply.