

**CONSTITUTION  
OF  
CROMWELL GOLF CLUB INCORPORATED**

**(December 2025)**

**Cromwell Golf Club Inc  
Constitution**

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## Cromwell 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.

**Bylaws** means any bylaws, policies, regulations and codes of the Club made under clause 16.

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

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

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

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

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

**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.

**Manager** means the person appointed by the Board to manage the clubs operations.

**Matter** has the meaning given in section 62(4) of the Act.

**Member** means each person who for the time being is a member of the Club and includes all classes of members described in clause 4.3.

**Officer** means a Board or Committee 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 two thirds majority of votes cast.

**Working Day** has the meaning given to that term under the Legislation Act 2019 and excludes the day observed as the anniversary in Otago.

**Interpretation:** Unless the context otherwise requires:

- (a) Words referring to the singular include the plural and vice versa.
- (b) Clause headings are for reference only.
- (c) Expressions referring to writing include references to words visibly represented, copied, or reproduced, including by email.
- (d) Reference to a person includes any other entity or association recognised by law and vice versa and any reference to a particular entity includes a reference to that entity's successors.
- (e) A reference to any legislation includes any secondary legislation, statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, re-enactment of, or replacement of, that legislation.
- (f) All periods of time or notice exclude the days on which they are given.

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 [manager@cromwellgolf.co.nz](mailto:manager@cromwellgolf.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.
- (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 Cromwell Golf Club Incorporated
- 2.2 **Charitable status:** The Club is registered as a charitable entity under the Charities Act 2005.
- 2.3 **Registered office:** The registered office of the club is at the Golf Clubhouse, 55 Neplusultra Street, Cromwell.
- 2.4 **Contact person:** The contact person for the club shall be the Manager. The Manager shall ensure the contact persons details are updated on the club's website within 14 days of the AGM.

## 3. Purpose and Powers

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- 3.1 **Purpose:** The charitable purposes of the Club are to:
- (a) be a member of Golf Otago 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.
  - (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) purchase or lease such real or personal property as may be considered advisable for the acquisition, maintenance and working of a golf course and clubhouse.
  - (e) borrow or otherwise raise money in such a manner as may be determined and give security over all or any of the property of the club as may be necessary or proper.
  - (f) lead, promote and enable diversity, equity and inclusion across the whole Club including governance of the Club and participation in golf.
  - (g) promote, develop and co-ordinate golf competitions.
  - (h) protect the integrity of Golf and the Club by developing and enforcing standards of conduct, ethical behaviour and implementing good governance.
  - (i) provide opportunities for children and adults from both the membership and general public learn the game of golf and reach their potential as players and/or administrators.

- 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. **Members**

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- 4.1 **Application:** An application to become a Member must be in the form required by the Committee. All Applications are decided by The Committee, which may accept or decline an application in its absolute discretion. A person becomes a member when their application has been accepted, they have paid the required membership fees and satisfied any other preconditions. Every person who wishes to become and remain a member must consent to become and remain a member of the Golf Otago District Association and Golf NZ, unless not required to do so by Golf NZ.
- 4.2 **Member consent:** A person consents to become a member by submitting an application to the Club, unless otherwise specified in this Constitution.
- 4.3 **Members:** The Members of the Club are;
- (a) Full Playing Members
  - (b) Junior & School Pupil Members
  - (c) Life Members
  - (d) Nine Hole Members
  - (e) Starter Members
  - (f) Country Members
  - (g) any other categories of member as determined by the Board and listed on the club's Bylaws
- 4.4 **Life Members:** Life Membership may be granted to a Member with no less than 10 years of continuous membership in recognition and appreciation of outstanding significant service by an individual to the Club. A Life Member shall for the rest of his/her life have all the rights of a Full Playing Member but shall not be required to pay any further annual subscriptions. Nominees for Life Membership may be made by any Member by giving notice to the President setting out grounds for the nomination. The nomination is to be considered in accordance with the Club's policy prior to being sent to an AGM. Nominees must then be endorsed by at least a 2/3rds majority of Full Playing Members attending the AGM
- 4.5 **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 Golf Otago and Golf NZ;
  - (b) they are entitled to all rights and entitlements granted by this Constitution or as determined by the Board;

- (c) 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 Golf Otago and Golf NZ, and payment of any membership or other fees within the required time period;
- (d) 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;
- (e) they do not have any rights of ownership of, or the automatic right to use, the Club's property; and
- (f) they will promote the interests and purposes of the Club and must not do anything to bring the Club into disrepute.

**Suspension of Member:** If a Member is, or may be, in breach under clause 4.5, 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.

- 4.6 **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.
- 4.7 **Ceasing to be Member:** A Member ceases to be a Member:
- (a) on death;
  - (b) by giving notice to the Committee of their resignation;
  - (c) if their membership is terminated under clause 4.5(d) which to avoid doubt includes termination if a Member is required to be but ceases to be a member of Golf Otago 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.
- 4.8 **Consequences of ceasing to be a Member:** A Member who ceases to be a Member:
- (a) remains responsible to pay all their outstanding membership and other fees to the Club;
  - (b) must return all the Club's property if required;
  - (c) ceases to be entitled to any rights of a Member.
- 4.9 **Membership fees:** Each Member shall pay to the Club an Annual Subscription (according to his/her class of membership) of such amount, as recommended by the Board and fixed by resolution at a General Meeting. Any member elected after 31 December shall, provided payment is made within one month after notice of election

has been advised to them, pay an amount equal to a proportion of the subscription for that year as the Manager judges to be equitable.

- 4.10 **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 Member register will be updated as soon as practicable after the Manager becomes aware of changes of the information recorded in the Member register. 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.

## 5. General Meetings

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- 5.1 **AGM:** An AGM must be held once a year at the time, date and place as the Board decides, between the 1<sup>st</sup> day of November and the 14<sup>th</sup> Day of December,

- 5.2 **Notice of AGM:** The Board shall set the date of the Annual General Meeting before the end of September each year and shall advertise this date in sufficient time to allow all members to make nominations, in writing, for positions on the Board, the Committee, and sub committees.

At least 21 days before the Annual General Meeting notice thereof shall be posted in the clubhouse, posted on the club's website and emailed to members on the club's email notification list.

Nominations and any notices of motion shall be displayed in the clubhouse and advised to members, as in the above paragraph, at least 14 days prior to the meeting.

- 5.3 **Business of AGM:** The following business will be conducted 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 or reviewer'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 Chair's and President's report on the club's activity for the preceding year.
- (d) The election of the Board, Committee and sub-committee convenors;

- (e) Consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM
- (f) The appointment of a suitably qualified auditor or reviewer for the ensuing year.
- (g) Consideration of any other items of business that have been properly submitted for consideration at the AGM.

5.4 **Notice of proposed motions:** Members must give notice of any proposed motions and other items of business to the Club at least 16 days before the date of the AGM.

5.5 **Notice of agenda:** Notice of the agenda containing the business to be discussed at the AGM, including list of nominees for Board and Committee, must be sent to all persons entitled to attend the AGM at least 14 days before the date of the AGM. The notice shall be posted on the clubhouse notice board and emailed to members on the clubs email notification list.

No additional items of business can be voted on other than those set out in the agenda, but the Members present may agree by Special Resolution to discuss any other items.

5.6 **Calling of SGM:** The Board may call a Special General Meeting at any time

The Board may from time to time for any special purpose call a Special General Meeting, and they shall do so within 21 days after receipt of a requisition in writing signed by any 20 full members, stating the purpose for which the meeting is required.

5.7 **Notice of SGM:** 14 days at least before any Special General Meeting, 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, a printed or written notice of such meeting containing an abstract of the business to be transacted shall be posted in the clubhouse, and no business other than that which has been given shall be brought forward at such meeting, unless by a vote of two thirds of those present agree to discuss another matter of extraordinary business.

Any member wishing to bring forward any business at any Special General Meeting shall give notice thereof in writing to the Manager not less than sixteen days before the date of such meeting.

5.8 **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.

5.9 **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 25 of the Members who are entitled to vote. The quorum must always be present during the General Meeting

5.10 **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 day, time and place set by the chair of the AGM. If no quorum is met at the further AGM the Members present in person, 15 minutes after the further AGM's scheduled start time are deemed to constitute a valid quorum.

5.11 **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.

- 5.12 **Control of General Meetings:** The President chairs General Meetings. If that person is unavailable, another person appointed by the Board will preside.
- 5.13 **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 majority, of two-thirds of votes cast, is obtained in favour of the motion to proceed.
- 5.14 **Attendance:** Members and any other persons invited by the Board, or Committee, are eligible to attend General Meetings. Invited persons may be granted speaking rights at the discretion of the Chair.
- 5.15 **Voting:** Each financial Member, unless excepted in the Bylaws, and each Life Member present shall have one vote on every motion, but in the case of an equality of votes, on every motion the chairperson shall not have a casting vote.
- 5.16 **Conduct of voting:** Voting is conducted by methods appropriate to the manner in which the meeting is being held. This may be voices, or show of hands, as determined by the chair of the meeting, unless a secret ballot is called for and approved by the chair or 10 Members or as otherwise required under this Constitution
- 5.17 **Minutes:** Minutes must be kept of all General Meetings.
- 5.18 **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.
- 5.19 **Majority Required:** Except insofar as anything to the contrary is herein contained, expressed or implied, all questions to any Annual General Meeting, Committee or any Board Meeting shall be decided by a simple majority of those present and voting, but no business shall be decided at any Special General Meeting unless carried by a two thirds majority of those present and voting.

## 6. The Board

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- 6.1 **Functions and powers:** Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution the Board of Management, hereafter referred to as "The Board", all the powers and the entire management and control of the Club shall be exercisable by the Board, provided always that the Board shall be subject to the directions of any General Meeting. And, provided further, that the Board shall not purchase, let, sell, exchange, mortgage, charge or otherwise dispose of any assets of the Club, nor borrow money in excess of one hundred thousand dollars, (\$100,000) in any one transaction, 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 so authorised by the Club at a General Meeting.

The Board is responsible for

- Managing the financial affairs of the Club
- Acquiring, managing and protecting all assets of the Club
- Managing the recruitment, retention and employment of paid staff as a fair employer.
- Managing all contractual arrangements for the Club
- Ensuring compliance with all statutory and regulatory requirements.
- Communicating with members and keeping them reasonably informed as to the activities and management of the Club.
- Developing and monitoring Club strategy and annual plans

6.2 **Composition:** The Board consists of the President, three elected Board members and two player representatives, one each from the men's and women's sections.

The Manager and the Director of Golf shall be non-voting members of the Board.

6.3 **Election of Board Members:** The three elected Board members shall be elected for a three-year term. The two player representatives and President shall be elected annually. All retiring members may offer themselves for re-election should they so wish.

The Board shall elect their own Chair from time to time, not less than annually. To avoid a split vote, the Chair shall not have a casting vote.

The Board shall have the power to co-opt any person who may have specific skills required by the Board. The tenure of the co-opted Board member must be stipulated at the time of co-opting and should be either when the Board determine the project that the co-opted person's skills were required for is complete or a set period. At the end of the co-opted person's tenure a majority vote of the Board members may extend the tenure for another fixed period. Co-opted person will not have full Board voting rights.

In the event of a Casual Vacancy in the three elected Board members occurring, the Board may appoint a replacement Board member who will serve until the next AGM and will have the full rights of an elected Board member. A Casual Vacancy in either of the men's or women's representatives will be filled by the nomination of the President, but the President becoming vacant will be filled by the Vice President. Any replacements made in this manner will have the rights and responsibilities of an elected member until the next Annual General Meeting and in standing down will also be entitled to offer themselves for re-election.

Board members, apart from the President and player representatives, cannot be members of "the Committee" concurrently or vice versa.

The members may, at a Special General Meeting (of which due notice has been given and the business stated) called for the purpose by resolution of two thirds of those present, replace the Board as a body.

## 7 The Committee

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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 Committee, hereafter referred to as "The Committee" is responsible for all club golfing and social activities.
- 7.2 **Composition:** The Committee consists of the President, Vice President, Men's Club Captain, Men's Deputy Captain, Women's Club Captain, Women's Deputy Captain, Men's Board Representative, Women's Board Representative and Convenors of Sub-Committees.
- 7.3 **Election of Committee Members:** All members of the Committee will be elected at the Annual General Meeting. The President will chair all meetings of the Club Committee, or in their absence, a Chairperson will be appointed by the Committee.

Match sub-committees for each of the Men's and Women's sections will be led by Club Captains who will co-opt Members to form the match sub-committee.

Convenors for other sub-committees, such as grounds, house/social, membership, junior golf and fundraising will be elected at the time of the AGM. These convenors will then co-opt Members to form their individual sub-committee.

All specifically golf sub-committees such as Men's and Women's match and junior golf will report to the President. Other sub-committees, such as grounds, fundraising, marketing and house/social will report to the Manager.

All Committee and sub-committee positions shall be for a period of one year.

In the event of a Casual Vacancy occurring on the Committee, the Committee may at its discretion, appoint a successor to hold office until the next Annual General Meeting, and such appointee shall have full power to act as if they had been elected.

- 7.4 **Board and Committee Nomination Process, Eligibility and Voting Rights:** Life members and financial members of categories, listed in the club's "Bylaws" with voting rights are eligible for election to the Board, Committee and Sub-Committees. Non-members are eligible for election to the Board.

Life Members and financial members of categories, listed in the club's "Bylaws" with voting rights, and present at the Annual General Meeting, are eligible to vote for positions on the Committee, sub committees and the Board.

All nominations for positions on the Board, the Committee and sub committees shall be given in writing to the Manager at least fourteen (16) days prior to the date of the Annual General Meeting. The Manager shall display all such nominations in the clubhouse at least fourteen (14) days prior to the Annual General Meeting.

If there are insufficient nominations to fill any specific positions on the Board, the Committee or sub committees, written nominations may be accepted from any voting members at any time in advance of the meeting. Should there still be insufficient nominations at the time of the meeting, the Chair may, at his or her discretion, take nominations from the floor. The nominee must be present to accept the nomination. If there are more nominations from the floor than vacancies, those nominated prior to the meeting are automatically elected and a vote would be held to fill the remaining vacancies only.

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

- (a) consent to be a Board or Committee Member; and
- (b) certify that they are not disqualified from being elected or holding office as a Committee Member by this Constitution or under section 47 of the Act or under section 36B of the Charities Act 2005.

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

- (a) A person who is an employee of, or independent contractor to, the Club.
- (b) A person who is disqualified from being elected or holding office as a Board or Committee Member under section 47 of Act or under section 36B of the Charities Act 2005.
- (c) A person who has been removed as a Board or Committee Member following a process under this Constitution or any Bylaw.

If an existing Board or Committee Member becomes or holds any position in (a) above then upon their appointment to such a position, they are deemed to have vacated their office as a Board or Committee Member. If any of the circumstances listed in (b) above occur to an existing Board or Committee 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 **Suspension of Board or Committee Member:** If any Board or Committee Member is or may be the subject of an allegation, notice or charge described under clause 7 or any circumstances arise in relation to a Board or Committee Member which are or may be of concern to the Board or Committee, the remaining Board may by Special Resolution suspend the Board or Committee Member from the Board or Committee and set conditions as it requires pending the final determination of the allegation, notice, charge or circumstances. Before imposing any suspension, the Board or Committee Member must be given notice of the suspension.

7.8 **Removal of Board or Committee Member:**

- (a) The Board may, by Special Resolution, remove any Board or Committee Member from the Board or Committee before the expiry of their term of office if the Board considers the Board or Committee 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 or Committee Member.
- (b) The Board or Committee 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 or Committee 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 or Committee 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.

7.9 **Board or Committee Member ceasing to hold office:** A person ceases to be a Board or Committee Member if:

- (a) their term expires;
- (b) the person resigns by delivering a signed notice of resignation to the Manager.
- (c) the person is removed from office under this Constitution;
- (d) the person becomes disqualified from being an officer under section 47(3) of the Act or section 36B of the Charities Act 2005.
- (e) the person dies.

## 8. Board Meetings

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- 8.1 **Calling meetings:** Board meetings may be called at any time by the Chair or by four Board Members, but generally the Board meets monthly.
- 8.2 **Meeting procedure:** Except to the extent specified in the Act or this Constitution, the Board may regulate its own procedure.
- 8.3 **Quorum:** The quorum for a Board meeting is three Board Members. Any Board Member may be counted for the purposes of a quorum, participate in any and vote on any proposed resolution at a board meeting without being physically present. This may only occur at board meetings by audio or audio-visual link or other electronic communication provided that all persons participating in the board meeting can hear each other effectively and simultaneously.
- 8.4 **Chair:** The Board will elect the Chair from amongst the Board Members. The Chair will chair Board meetings. If the Chair is unavailable, another Board Member must be appointed by the Board to undertake the Chair's role during the period of unavailability.
- 8.5 **Voting:** Each Board Member has one vote. Voting is by voices or on request of any Board Member by a show of hands or by a ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted. If there is an equality of votes, the Chair does not have a casting vote.

## 9. **Committee Meetings**

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- 9.1 **Calling meetings:** Committee meetings may be called at any time by the President or by four Committee Members, but generally the Committee meets monthly.
- 9.2 **Meeting procedure:** Except to the extent specified in the Act or this Constitution, the Committee may regulate its own procedure.
- 9.3 **Quorum:** The quorum for a committee meeting is four Committee Members. Any Committee Member may be counted for the purposes of a quorum, participate in any and vote on any proposed resolution at a committee meeting without being physically present. This may only occur at committee meetings by audio or audio-visual link or other electronic communication provided that all persons participating in the committee meeting can hear each other effectively and simultaneously.
- 9.4 **Chair:** The President will chair committee meetings. If the President is unavailable, the Vice-President will chair the meeting. If neither is available, another Committee Member must be appointed by the Committee to undertake the Chair's role during the period of unavailability.
- 9.5 **Voting:** Each Committee Member has one vote. Voting is by voices or on request of any Committee Member by a show of hands or by a ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted. If there is an equality of votes, the Chair does not have a casting vote.

## 10. **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,

However, (g) applies to an Officer only 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.

## 11. Interests

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- 11.1 **Register of interests:** The Board must keep a register of interest disclosures made by Officers.
- 11.2 **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.
- 11.3 **Consequences of being Interested:** A Board or Committee Member who is Interested in a Matter:
- (a) must not vote or take part in a decision relating to the Matter, unless all non-interested Board or Committee 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 or Committee Members consent.
  - (c) must not take part in any Board or Committee discussion relating to the Matter or be present at the time of the Board or Committee decision, unless all non-interested Board or Committee 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.
- 11.4 **Calling of SGM:** Despite clause 11.3, if 50% or more Board or Committee Members are Interested in a Matter, an SGM must be called to consider and determine the Matter

- 11.5 **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.

## 12. **Manager**

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- 12.1 **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
- 12.2 **Board and Committee involvement:** The Manager may attend Board and Committee meetings when required by the Board or Committee but has no voting rights.

## 13. **Finances**

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- 13.1 **Control and management of finances:** The funds and property of the Club are controlled, invested and disposed of by the Board, subject to this Constitution and devoted solely to the promotion of the purposes of the Club set out in clause 3.
- 13.2 **Balance date:** The Club's balance date is 30 September or the date the Board decides.
- 13.3 **Audit or Review of financial statements:** If required by law or by the Board the Club's financial statements 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.
- 13.4 **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.

## 14. **Indemnity and insurance**

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- 14.1 **Indemnity:** The Club indemnifies its current and former Officers, Members and employees as permitted by section 96 of the Act.
- 14.2 **Insurance:** With the prior approval of its Board, the Club may effect insurance for its current and former Officers, Members and employees as permitted by section 97 of the Act.

14.3 **Indemnity for Officers:** The Club is authorised to indemnify an Officer under section 96 of the Act or effect insurance for an Officer under section 97 of the Act for the following matters:

- (a) liability (other than criminal liability) for a failure to comply with a duty under sections 54 to 61 of the Act or any other duty imposed on the Officer in their capacity as an Officer; and
- (b) costs incurred by the Officer for any claim or proceeding relating to that liability.

## 15. **Amendments**

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15.1 **Amendments:** This Constitution may only be amended or replaced by Special Resolution of Members at a General Meeting If the amendment would have no more than a minor effect or is to correct errors or makes similar technical alterations then this Constitution may be amended by following the process set out in section 31, Inc Soc Act.

15.2 **No amendment:** No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals.

## 16. **Bylaws and Integrity**

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16.1 **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. **Definition:** In this clause 16.1 **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.

16.2 **Integrity Code binding:** If Golf NZ adopts an Integrity Code, the Club is bound by it.

16.3 **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.

## 17. **Dispute resolution**

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17.1 **Definitions: In this clause 17**

- (a) **Dispute** means a disagreement or conflict between and among any one or more Members, any one\_or more Officers and the Club, that relates to an allegation that:
  - (i) a Member or an Officer has engaged in misconduct; or

- (ii) a Member or an Officer has breached, or is likely to breach, a duty under this Constitution or the Act; or
  - (iii) the Club has breached, or is likely to breach, a duty under this Constitution or the Act; or
  - (iv) a Member's rights or interests as a member have been damaged or Members' rights or interests generally have been damaged;
- (b) **Disputes Procedure** means the procedure for resolving a Dispute set out in clauses 17.5 to 17.13;
- (c) a **Member** is a reference to a Member acting in their capacity as a Member;
- (d) an **Officer** is a reference to an Officer acting in their capacity as an Officer.
- 17.2 **Application of other legislation to a Dispute:** The Disputes Procedure will not apply to a Dispute to the extent that other legislation requires the Dispute to be dealt with in a different way. The Disputes Procedure will have no effect to the extent that it contravenes, or is inconsistent with, that legislation.
- 17.3 **Application of other procedures under this Constitution or in a Bylaw:**
- (a) If the Dispute is dealt with by a separate procedure under this Constitution or in a Bylaw (**Other Procedure**), that Other Procedure applies to the exclusion of the Disputes Procedure. If any part of the Other Procedure is inconsistent with the rules of natural justice, that part will not apply, but the remainder of the Other Procedure will continue to apply together with adjustments as determined by the Committee in its discretion so that the Other Procedure is consistent with the rules of natural justice.
  - (b) If the conduct, incident, event or issue does not meet the definition of a Dispute and is managed by any Other Procedure, that Other Procedure applies to the exclusion of the Disputes Procedure.
- 17.4 **Application of the Disputes Procedure:** If the Dispute is not required by other legislation to be dealt with in a different way and it is not dealt with by any Other Procedure, the Disputes Procedure applies to the Dispute.

### **Disputes Procedure**

#### 17.5 **Raising a complaint:**

- (a) A Member or an Officer may start the Disputes Procedure (a **Complaint**) by giving written notice to the Committee setting out:
  - (i) the allegation to which the dispute relates and who the allegation is against; and
  - (ii) any other information reasonably required by the Club.
- (b) The Club may make a Complaint involving an allegation against a Member or an Officer by giving notice to the person concerned setting out the allegation to which the Dispute relates.

- (c) The information given must be enough to ensure a person against whom the Complaint is made is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response

17.6 **Investigating and determining Disputes:** Unless otherwise provided, the Club must as soon as is reasonably practicable after receiving or becoming aware of a Complaint, ensure the Dispute is investigated and determined. Disputes must be dealt with in a fair, efficient, and effective manner.

17.7 **Decision to not proceed with a matter:** Despite the contents of the Disputes Procedure, the Club may decide not to proceed with a matter if:

- (a) the Complaint is trivial; or
- (b) the Complaint does not appear to disclose or involve any allegation of the following kind:
  - (i) any material misconduct; or
  - (ii) any material breach or likelihood of material breach of a duty under this Constitution or the Act; or
  - (iii) any material damage to a Member's rights or interests or Members' rights or interests generally; or
- (c) the Complaint appears to be without foundation or there is no apparent evidence to support it; or
- (d) the person who makes the Complaint has an insignificant interest in the matter; or
- (e) the conduct, incident, event, or issue giving rise to the Complaint has already been investigated and dealt with under this Constitution; or
- (f) there has been an undue delay in making the Complaint.

17.8 **Complaint may be referred:** The Club may refer a Complaint to:

- (a) a hearing body or person authorised, delegated or appointed by the Committee to hear and resolve Disputes, and includes an arbitral tribunal (**Hearing Body**); or
- (b) a subcommittee or an external person to investigate and report; or
- (c) any type of consensual dispute resolution with the consent of all parties to the Complaint.

17.9 **Hearing Body:** The Board may determine the composition, jurisdiction, functions and procedures of, and any sanctions which can be imposed by, any Hearing Body. Each Hearing Body has delegated authority by the Board to resolve, or assist to resolve, Complaints.

17.10 **Bias:** An individual may not be part of a Hearing Body in relation to a Complaint if two or more members of the Committee or of the Hearing Body consider there are reasonable grounds to believe that the individual may not be:

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

**17.11 Complainant's right to be heard:**

- (a) The Member or Officer has a right to be heard before the Complaint is resolved or any outcome is determined. If the Club makes a Complaint, the Club has a right to be heard before the Complaint is resolved or any outcome is determined, and a Committee Member may exercise that right on behalf of the Club.
- (b) A Member or Officer or the Club must be taken to have been given the right if:
  - (i) the Member or Officer or the Club 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 Hearing Body considers that an oral hearing is needed to ensure an adequate hearing; and
  - (iii) an oral hearing, if any, is held before the Hearing Body; and
  - (iv) the Member's or Officer's or the Club's written statement or submission, if any, are considered by the Hearing Body.

**17.12 Respondent's right to be heard:** The Member or Officer who, or the Club which, is the subject of the Complaint (**Respondent**) has a right to be heard before the Complaint is resolved or any outcome is determined. If the Respondent is the Club, a Committee Member may exercise the right on behalf of the Club. A Respondent must be taken to have been given the right if:

- (a) the Respondent is fairly advised of all allegations concerning the Respondent, with sufficient details and time given to enable the Respondent to prepare a response; and
- (b) the Respondent has a reasonable opportunity to be heard in writing or at an oral hearing, if one is to be held; and
- (c) an oral hearing is held if the Hearing Body considers that an oral hearing is needed to ensure an adequate hearing; and
- (d) an oral hearing, if any, is held before the Hearing Body; and
- (e) the Respondent's written statement or submissions, if any, are considered by the Hearing Body.

**17.13 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

## **18. Liquidation and removal**

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**18.1 Notice:** The Board must give notice to all Members at least 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.
- 18.2 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. **Special Resolution:** Any resolution for a motion set out in clauses 18.1(a) to (c) must be passed by a Special Resolution of Members.
- 18.3 **Surplus assets:** The surplus assets of the Club, after the payment of all costs, debts and liabilities, must be disposed of, by resolution of Members passed at a General Meeting, to not-for-profit entities or organisations with charitable status that share similar purposes to the Club within the Cromwell and surrounds.

## 19. **Matters not provided for**

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- 19.1 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.

## 20. **Transition**

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- 20.1 This clause 20 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.
- 20.2 **Power of 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 six 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.