

# ŌTOROHANGA CLUB INCORPORATED

## CONSTITUTION AND RULES

Approved:

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1. **NAME**

1.1 The name of the club is Ōtorohanga Club Incorporated.

2. **DEFINITIONS AND INTERPRETATION**

2.1 **Definitions:** in this Constitution and the Standing Orders and By-laws, unless the context otherwise requires:

**“Adjunct”** means an adjunct or section of the club formed or sporting and special interest groups within the club.

**“Affiliated Club”** means a club which is a member of Clubs New Zealand Incorporated or some other club or association through whom the Ōtorohanga Club Incorporated has an arrangement for reciprocal visiting rights for members, irrespective of whether the other club has an alcohol licence or a permanent charter or not.

**“Annual Subscription”** is the amount payable annually by members in accordance with Rule 8.

**“Association”** means Clubs New Zealand Incorporated.

**“Auditor”** means the Clubs auditor pursuant to Rule 17.

**“Authorised Customer”** has the same meaning as defined in section 60 of the Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof.

**“Authorised Visitor”** has the same meaning as defined in section 60 of the Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof.

**“By-laws”** means the processes (rules) that are adopted at the time of formation of the Club or at a later date, that do not form part of the Regulations and may be added or changed or rescinded by a majority vote at an Executive Committee without reference to the Registrar of Incorporated Societies

**“Chairman”** means the person who is chairman of a meeting pursuant to Rule 23.1.

**“Club”** means Ōtorohanga Club Incorporated

**“Committee”** means the Club’s committee of management as set out in Rule 15.

**“Committee Meeting”** means a meeting of the Committee.

**“Committee Member”** means one of the people comprising the Committee set out in Rule 15.1 and elected pursuant to Rule 15.4.

**“Corporate Membership”** means an association, club or other corporate body elected to become a Corporate Member of the club in accordance with rule 6.5.

**“Electoral Procedure”** means a system for which the election of office bearers is utilised ranging from and not limited to, secret ballot, electronic voting system, postal ballot or any other properly conducted electoral process as approved by the AGM or Special General Meeting.

**“Financial Member”** means an Ordinary, Junior Member, Life Member, Introductory or Corporate Member with no outstanding subscription or other payment to the Club overdue.

**“Financial Statements”** means the Club’s balance sheet and statement of accounts made up to the last day of the Year.

**“General Meeting”** means an Annual General Meeting or Special General Meeting of the Club.

**“In Committee”** means that no minutes or record of debate is kept, and that the debate is confidential to those attending the meeting concerned and “Into Committee” has a corresponding meaning.

**“Junior Member”** means a person elected to junior membership of the Club pursuant to Rules 6.3.

**“Legal Purchasing Age”** means the age at which person may be sold or supplied with alcohol under current, relevant legislation for the Sale and Supply of Alcohol.

**“Life Member”** means a person elected to life membership of the Club pursuant to Rules 6.4.

**“Meeting”** means a General Meeting or Committee Meeting.

**“Member”** means any Ordinary, Junior, Corporate, or Life Member of the Club as set out in Rule 6.

**“Month”** means calendar month.

**“Ordinary Member”** means a person elected to ordinary membership of the Club pursuant to Rules 6.2.

**“Person”** includes an individual, partnership, firm, Company, body corporate, association, organisation or any other entity or organisation whether incorporated or not.

**“President”** means the Club’s president elected pursuant to Rule 15.

**“Rules”** means individual regulations and/or by-laws that are set in place for guidance, in their various forms, for the efficient management and operation of the Club. Together, all the rules form the Club Constitution.

**“Secret Ballot”** means a method of voting where the count is not open to dispute and the identity of those voting for or against the motion can be kept a secret.

**“Vice-President”** means the Club’s vice-president elected pursuant to Rule 15.

**“Year”** means the Club’s financial year of April to March.

2.2. **Interpretation:** IN this Constitution, unless the context otherwise requires:

- a) The Table of contents and headings are inserted for convenience only and shall be ignored in construing this constitution;

- b) Where any word or expression is defined in this constitution, any other grammatical form of that word or expression has a corresponding meaning;
- c) The singular includes the plural and vice versa;
- d) Reference to any legislation or to any provision of any legislation (including regulations and orders): includes;
  - i. That legislation or provision as from time to time amended, re-enacted or substituted; and
  - ii. Any statutory instruments, regulations, rules and orders issued under that legislation or provision; and
- e) Where a number is expressed as a percentage, the resulting shall be rounded down to the nearest whole number below it.

### **3. REGISTERED OFFICE**

- 3.1. The registered office of the club is at 107 Maniapoto Street, Otorohanga or such other place as the committee decides.

### **4. OBJECTS**

- 4.1. The objects for which the club is established are:
  - a) To conduct, administer and maintain a club for its members, the community and for such persons as are authorised from time to time in accordance with the terms of any charter or licence granted to the club'
  - b) To provide amenities and cultural activities;
  - c) To promote sports; and
  - d) Generally to provide an atmosphere where the members may meet and enjoy companionship and camaraderie with one another.

### **5. POWERS**

- 5.1. The Club has the power to do the following in the pursuance of its objects, subject to any limitation imposed by this Constitution:
  - a) To fund its activities by subscriptions or payments from members, fees or other income;
  - b) To borrow, raise or secure the payment of money in such manner as the club thinks fit, with or without security;
  - c) To purchase, sell, lease, exchange, maintain, improve, hire, dispose of, manger, invest, lend, mortgage, charge, gift or otherwise deal with any real or personal property;
  - d) To invest, lend or deal with any monies of the club not required for immediate use in such investments as the club thinks fit;

- e) To employ and remunerate staff;
- f) To undertake legal actions;
- g) To form and disband adjuncts;
- h) To enter into any contract, make any arrangements, or undertake any activity for the financial or other benefit of the club;
- i) To make regulations and by-laws for the conduct of the club and the discipline required of members, which will not be inconsistent with the provisions of the Incorporated Societies Act 1908 and any other current relevant legislation.
- j) To conduct any other functions as outlined in this constitution;
- k) To use any rights or privileges that the club may deem necessary or convenient for carrying out its powers, or furthering its objects under this constitution; and
- l) To do anything incidental or conducive to the attainment of any of the objects of the club.
- m) To enter into reciprocal rights agreements with other clubs as it sees fit.

## 6. MEMBERSHIP

- 6.1. Classes of Membership: The members of the club are divided into the following classes:
  - a) Ordinary Members of full age of 18 years or such lower age as may be authorised by legislation affecting the sale of liquor.
  - b) Gold Members who are of the age of 65 years and have 50 continuous years membership of the Club (who will not be required to pay a subscription fee?)
  - c) Platinum Members who have 25 continuous years membership, or who are of the age of 65 years with 15 years continuous membership will receive a 40% discount of the subscription fee.
  - d) Junior (see 6.3 below)
  - e) Life (see 6.4 below)
  - f) Corporate (see 6.5 below)
- 6.2. **Ordinary Membership:** Males and females of at least the legal purchasing age may apply to become Ordinary Members of the club in accordance with the following rules:
  - a) Each applicant for ordinary membership will complete the applicable application form;

- b) Each applicant will deposit, at the time of application, a subscription of such sum as per Rule 7 of this constitution.
- c) An application for membership is deemed to be a declaration that the applicant agrees to be bound by this constitution and by-laws.
- d) Each applicant acknowledges by signing the prescribed application form, that he or she has authorised the club to obtain, check, exchange information with and supply information to, members of the club, Clubs New Zealand and clubs that are members of Clubs New Zealand.
- e) Subject to the foregoing Ordinary Members are entitled to;
  - i. Enter, access and enjoy the facilities of the club during times at which the club is open.
  - ii. Can enter any club with whom reciprocal visiting arrangements are in place, provided it is in accordance with that club's rules; and
  - iii. Hold office in accordance with this constitution and have an equal voice in all business of the club.
- f) The Committee reserves the right to revoke Ordinary Membership within 90 days of application if the Ordinary Members is found to have provided false information or is deemed to have breached the club's constitution. In the event that Ordinary Membership is revoked;
  - i. The member will be informed in writing of the decision;
  - ii. The subscription fee will be refunded in full.

### 6.3. **Junior Membership:**

Notwithstanding any other rules, the following rules set out provisions applying specifically to Junior Members. For the avoidance of doubt, where there is conflict or ambiguity between these rules and any other rule in this constitution, then this rule relating to Junior Members prevails. Subject to the provision contained in these rules, all rules shall apply to Junior Members in the same way as they do to Ordinary Members.

- a) Males and females aged under the legal purchasing age may apply to become Junior Members of the club in accordance with the procedure for Ordinary Membership set out in Rule 6.2.
- b) On reaching the legal purchasing age, Junior Members are eligible to apply for Ordinary Membership.
- c) Members automatically lose their Junior Membership status:
  - i. One month after reaching the legal purchasing age; or
  - ii. Upon admission as an Ordinary Member, whichever is earlier.
- d) A Junior Member may have the right of admission to an Affiliated Club with which the club has reciprocal rights (it is essential to check with each club

first to ensure they allow Junior Members into their club- especially if a Junior Member is wishing to enter a Clubs New Zealand Sports Tournament).

6.4. **Life Membership:** Life Membership may be granted to any member for meritorious service rendered to or on behalf of the club, in accordance with the following:

- a) The Committee may elect to recommend a member for Life Membership.
- b) A Financial Member may propose, and another Financial Member may second a member for Life Membership in writing, and that nomination is to be forwarded to the committee.
- c) No nomination for Life Membership is to be put to the Annual General Meeting unless it has the support of the committee.
- d) The committee will post notice of its intention to recommend a Life Member on the club's notice-board for fourteen (14) clear days prior to the Annual General Meeting in any year.
- e) The club may elect a member recommend by the Committee to Life Membership, by a simple majority at the Annual General Meeting.
- f) Life Members are eligible to vote, hold office and enjoy all the rights and privileges of membership.
- g) Life Members will not be charged an annual subscription but will be deemed to be Financial Members.

6.5. **Corporate Members:** In accordance with section 29 of the Incorporated Societies Act 1908 an association, club or other corporate body may apply to become a Corporate Member of the club in accordance with the following rules:

- a) Any association, club or corporate body wishing to apply for corporate membership under these rules is to complete the applicable application form.
- b) Each applicant will deposit, at the time of application, a subscription of such sum as per Rule 7 of this constitution.
- c) Each application for Corporate Membership will be considered at the next meeting of the Executive Committee. The decision of the committee will be final and, in the event that the application is not approved by the Committee, the candidate will be informed in writing of the decision and receive a full refund of all money paid by way of subscription.
- d) At all times the annual membership fee payable by the Corporate Member will be not less than three (3) times the fee payable by an Ordinary Member.
- e) On applying to join the applicant for corporate membership will supply the club with a list of corporate affiliates for the purposes of this membership. It will at all times keep that list undated and will provide those persons with a method of identifying themselves to the club that is acceptable to the club.

- f) Those persons who are on the list of corporate affiliates supplied by the Corporate Members and who do not otherwise hold membership of the club will be deemed to be members of and subject to the rules of the club with the following limitation:
  - i. The right of entry to the club premises is restricted to such times as the Corporate Member is using the premises for an agreed purpose.
  - ii. They will at all times carry and provide on request the form of identification agreed under rule 6.5 (b).
  - iii. The voting and speaking rights at meetings of the club will be limited to the rights extended to the Corporate Member.
  - iv. This membership does not entitle a Corporate Affiliate to hold office in the club, participate in any reciprocal visiting rights with other clubs, receive any membership badge of the club, or to represent the club at any sporting or other fixture.
  - v. All rights of membership cease upon the cessation of the corporate Membership or upon the Corporate Affiliate ceasing to be affiliated with the Corporate Member.
  - vi. A Corporate Affiliate may apply for Ordinary membership of the Club in accordance with Rule 6.2.

6.6. **Employees:** Members who are employees of the club are entitled to the rights and privileges of membership. The committee and management reserve the right to introduce policies excluding employees who are also members of the club from participating in promotions and other activities within the club whilst on duty.

6.7. All Members described above in this paragraph are entitled to the rights and privileges as follows:

- a. Entry to the Club premises during such hours as may be determined by the committee
- b. An equal voice in all business of the Club

## 7. SUBSCRIPTIONS

7.1. The Annual Subscription relating to each category of membership will be such sum as is determined by the committee from time to time.

7.2. The Annual Subscription is payable yearly in advance on or before the last day of September in each year.

7.3. Any member whose subscription or other dues are not paid by the date referred to in Rule 8.2. will:

- a) Thereupon automatically cease to be a financial member and lose his or her associated rights and privileges;



- b) If within one calendar month the subscription remains in arrears, the member will be removed from the register of members and lose all entitlements.
  - c) Not be relieved from payment of the Annual Subscription or of any other payment due or payable to the club;
  - d) Not be refunded any subscription or other payment already paid except as provided in Rules 6.2 (f)(ii) and 6.5(b).
  - e) Reapply for membership pursuant to the rules for the applicable category of membership if he or she wishes to be reinstated as a member;
- 7.4. A member incapacitated through illness, accident or distress may, on notice in writing given to the Secretary, have his or her subscription suspended or remitted.

## 8. GOLF SECTION

- a) On the dissolution of the Waitomo Golf & Country Club (Incorporated) (the golf club) the club acquired the assets and liabilities of the Golf Club, and established a Golf Section of the Club (*the Golf Section*).
- b) Members of the Golf Section (Golf Section Members) include the members of the Golf Club as at the date of the transfer of the assets and liabilities of the Golf Club to the Club, together with those persons who are admitted to membership in accordance with rules to be adopted by the Golf Section.
- c) (i) Unless they become members of the Club pursuant to Rules 4 and 5 above, the members of the Golf Section will not be members of the Club.  
(ii) Unless they become members of the Golf Section, members of the Club will not be members of the Golf Section.
- d) (i) The Golf Section will prepare and adopt rules (The Golf Section Rules) for the Golf Section with respect to all matters relating to the administration of and participation in, the playing of golf, or any other sports or activities approved by the Club.  
(ii) The Golf Section Rules will be similar to the Rules of the Golf Club which were in place immediately prior to the Golf Club's dissolution, with such modifications as may be necessary having regard to the dissolution of the Golf Club and the acquisition of its assets and liabilities by the club.
- e) The Golf Section Rules will be administered and managed by a committee of the Golf Section which will include a chairman, vice chairman and committee members. The committee will be elected by the Golf Section Members in accordance with the Golf Section Rules. The Club will appoint one of its committee members as an ex officio member of the Golf Section Committee, with voting rights.
- f) The Club will be responsible for the maintenance of the Golf Course, the club rooms and all facilities related thereto which will be delegated to the golf section whose rules must include all matters relating to those obligations.

- g) Notwithstanding Rule 30, if the Club wishes to revise or amend this Rule 8, or if it wishes to dispose of, lease or otherwise part with possession of the golf course or any part of it, it may do so only if 75% of members of the club, and 75% of members of the Golf Section, present and entitled to vote at the General Meetings of the Club and Golf Section respectively call for that purpose, both approve such revision, amendment or such disposition leasing or parting with possession.
- h) Prior to every Annual General Meeting of the Golf Section, the Golf Club Committee will prepare a budget for consideration by the Club. When the Club has approved the budget, it will be adopted by the Golf Section at its succeeding Annual General Meeting. Subject to the adoption of the budgets, the Club will make available to the Golf Section sufficient finance and resources to enable the Golf Section to carry out its functions and duties. If at any time the Golf section in good faith, and through its committee, considers that expenditure in addition to that which has been budgeted is required, it will apply to the Club for additional financial assistance.
- i) Except with respect to the provisions of sub-paragraph (g) above, the approval of the Club on any matter relating to the Golf Section may be given by its committee of management.
- j) Where approvals from the Club are required pursuant to this Rule, such approvals will not be unreasonably or arbitrarily withheld. The Club retains the right of veto at any time.
- k) If the Club is dissolved, then Rule 31.3(b) will apply to the Golf Section assets.

## 9. RESIGNATION

- 9.1. Members may resign their memberships by letter or email addressed to the Secretary of the Club.
- 9.2. A resignation will not become effective until all subscriptions, levies or other payments owing at the date the resignation is received, are paid.
- 9.3. No such resignation will relieve any Member from payment of any subscription, levy or other payment due or payable at the time of resignation.
- 9.4. No subscriptions, levies or other payments already received by the club as at the date of resignation will be refunded on resignation.

## 10. IMMEDIATE SUSPENSION

- 10.1. **Grounds for Immediate Suspension:** A member is liable to be immediately suspended (interim suspension) from the club if he or she:
  - a) Removes any property of the club, from Club premises without the consent of the Committee;
  - b) Wilfully or recklessly damages any property of the club and refuses to replace or make good the damage;
  - c) Persists in drunkenness, swearing, obscene language or other disorderly conduct on club premises after being cautioned by a Duty Manager or Committee Member.

- d) Persists in creating a disturbance at any Meeting or other Club event, after being cautioned by a Duty Manager or Committee Member
- e) Uses or threatens violence to any person; or
- f) Contravenes any exclusion order or agreement that is in force, which restricts the member from participating in gambling activities or any other activity as stipulated in an exclusion order/agreement.

**10.2. Procedure for Immediate Suspension:**

- a) Any Committee Member or any manager on duty may immediately suspend a Member for the acts set out in Rule 10.1.
- b) A suspended Member will be totally excluded from the club's premises and club activities from the time of committal of the offence until such time as the matter is dealt with by the Committee.
- c) A suspended Member must forfeit his or her membership card during the suspension period and losses are reciprocal visiting rights with affiliated clubs.
- d) The Committee will meet to consider the suspension in accordance with the procedures in Section 11.2(b) to (g).

**11. EXPULSION AND SUSPENSION**

**11.1. Grounds for Expulsion and Suspension:** A member is liable to be expelled or suspended from the club if he or she:

- a) Breaches these rules;
- b) Is convicted of:
  - i. A crime (as defined in the Crimes Act 1961) for which a penalty is imposed; or
  - ii. An offence which, in the opinion of the Committee, is likely to prejudice any charter or licence held by the club;
- c) In the opinion of the Committee brings the club and/or any rights of its members, into disrepute; or
- d) Is found by the Committee to have committed any of the acts set out in Rule 10.1.

**11.2. Procedure for Expulsion or Suspension**

- a) After consultation with the Club President, the Manager may issue a trespass notice to Any Member who breaches current relevant legislation in relation to the sale and supply of liquor and gambling. Such trespass notices must be conveyed to all committee members at earliest notice.

- b) Any Member may notify the Committee if he or she believes a member may be liable to expulsion or suspension pursuant to Rule 11.1. This is to be in the form of a written complaint within 7 days of the offence.
  - c) Within three (3) days of receipt of such notice, or of a member being immediately suspended pursuant to Rule 10, the Committee will check the Club Rules and then convene an Investigation by a person who is not part of the Disciplinary Hearing Committee or party to the complaint. The Committee must then decide whether there is a case to answer and if upheld, will call a Committee Meeting to consider the notice or suspension.
  - d) Such a Meeting is to be held within two (2) weeks of receipt of the notice, or of the suspension.
  - e) The Committee must give the member concerned at least seven (7) days written notice of that Meeting, informing him or her:
    - i. The nature of the complaint;
    - ii. How the complaint will be heard;
    - iii. His or her right to appear and be heard at that meeting; and
    - iv. The process of the Meeting;
  - f) After the Member concerned has had the opportunity to be heard and if the complaint is found to be proven, the Committee may elect to:
    - i. Expel him or her; or
    - ii. Suspend him or her for a determined period.
  - g) A Member expelled or suspended will have the right to appeal under Rule 13.
  - h) Any expulsion or suspension is to be entered in the Minutes of the Committee Meeting together with the name of the Member concerned.
- 11.3 An expelled or suspended Member will not be relieved from payment of any subscription, levy or other payment due or payable at the time of expulsion or suspension.
- 11.4. No subscriptions, levies, or other payments already received by the club as at the date of expulsion or suspension will be refunded on expulsion or suspension.
- 11.5. A Member who has been suspended under this Section is ineligible to stand for election for any position on the Committee, for a period of five years from the last day of that suspension.

## 12. OFFENCES

- 12.1. If a Member is convicted of any Crime as defined in the Crimes Act 1961, after election to the Club:
- a) He or she must inform the Secretary of the conviction and any penalty imposed; and
  - b) The Secretary will report the fact to the Committee at or before its next meeting.

## 13. BOARD OF APPEAL

- 13.1. A Board of Appeal consisting of three (3) Members will be convened by the committee as and when required. Committee Members are not eligible for membership of the Board of Appeal.
- 13.2. The Board of Appeal is to hear and decide any appeal lodged by a Member or Members against any decision of the Committee entailing suspension or expulsion in accordance with the following:
- a) Any member being suspended or expelled who wishes to appeal must give notice in writing to the Secretary within seven (7) days of the date of such suspension or expulsion, stating the grounds of the appeal.
  - b) Within forty-eight (48) hours of receiving such notice, the Secretary will convene a Meeting of the Board of Appeal.
  - c) The Board of Appeal will re-hear the case but not admit fresh evidence, except where an application has been made to the Committee for a re-hearing and has been refused.
- 13.3. The decision of the Board of Appeal will be final.

## 14. COMMITTEE

- 14.1. The Committee Members of the club are;
- a) A President;
  - b) A Vice-President;
  - c) 6 other Committee Members.
  - d) Treasurer
- 14.2. **Eligibility:** Each Committee Member described in Section 14.1 must:
- a) Be a Financial member of the club;
  - b) Not be an employee of the club;
  - c) Have been a Financial Member for at least 2 year immediately prior to nomination.

- d) For the position of President and Vice-President have served at least 12 months on the Committee and been a financial member of the club for 2 years.
- e) No husband/wife/partner may hold office with signing authority for the Club.  
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14.3. **Term of Office:** Committee Members will

- a) Remain in office for a two-year term running from the time of election until the conclusion of the following the second Annual General Meeting unless sooner removed by death, resignation or otherwise.
- b) Be eligible for re-election.

14.4. **Election:** The Committee shall be elected in the following manner:

In the event of there being only one (1) Nominee for the Office of President on the closing date, and in the event of the death occurring of such a candidate between the time of nominations closing and the Annual General Meeting, the elected Vice-President (at the forthcoming Annual General meeting) shall become President and the Committee shall appoint a Vice-President.

Should the number of candidates for Office exceed the number of vacancies, an election shall take place by secret ballot upon ballot papers which shall be prepared by the Secretary and on which shall be printed the names of each candidate.

- a) Nominations for Committee Members must be:
  - i. In writing on the applicable nomination form;
  - ii. Proposed, by a Financial Member, and Seconded by another Financial Member;
  - iii. Deposited with the Secretary before 6pm at least twenty-one (21) days before the date set down for the Election as passed by the Committee;
- b) The Secretary will at least fourteen (14) days prior to the date of the Election, display (within Club Premises and on electronic media formats) a list setting out the name of each nominee and the position in respect of which each nomination is made.
- c) If there are insufficient candidates pursuant to Section 15.1., the vacancy may be filled by the committee.
- d)
  - i) Ballot papers shall be posted to each member at least fourteen (14) days prior to the Meeting. The voting papers shall be returned to the Secretary of the Club by post or deposited in the ballot box provided, the key of which shall be kept by the Nominee of the Committee.
  - ii) The Committee shall appoint not fewer than (3) nor more than Five (5) members of the Club (not being Committee Members or candidates for

election to any Office) to act as Scrutineers. The ballot box shall be opened at the closing of voting in the presence of the Scrutineers appointed by the Committee. Such Scrutineers shall count the votes cast for each candidate for the Office and shall report the result in writing duly signed by them to the Chairman at the Annual General Meeting. The Chairman shall announce the result of the voting at the completion of the Meeting.

iii) Voting shall close at 7.00pm, on the Friday before the Annual General Meeting.

e) A person may only hold one office.

f) If a recount of votes is required, the following process will be adopted;

i. The recount will be conducted by the Returning Officer and appointed scrutineers who were not involved with the original count.

ii. Candidates who have requested a recount may have a representative present at the recount but cannot participate in the actual counting of votes.

14.5. **Resignation:** A member of the committee may resign by notice in writing to the Committee Members. Committee Members are deemed to have resigned if they are absent from (3) consecutive meetings of the committee without leave of the committee.

#### 14.6. **Removal of Office**

a) A member of the Committee may be removed from office for any reason which the Committee deems expedient in accordance with the following:

i. The Committee will convene a Special General Meeting to consider the removal in accordance with Rule 22;

ii. The Committee must give seven (7) days' notice in writing to the Committee Member in question, informing him or her of his or her right to appear and be heard at that Meeting;

iii. After the Committee Member in question has had the opportunity to be heard, the Meeting may elect to remove him or her from office by a simple majority vote;

iv. If the Meeting elects to remove the Committee Member, such removal will be effective immediately.

b) On receipt of a motion of no confidence in one or more Committee Member(s) signed by fifty (50) Financial Members, the Committee will convene a Special General Meeting and proceed in accordance with Rule 22.

i. In the event that a notice of motion of no confidence is raised against the more than one committee member or the entire committee, the motion will be discussed at the Special General Meeting. If the

motion is carried, the meeting will appoint three (3) members of the club to assume the governance role until new elections can be conducted at a date set by the special general meeting.

- c) A Committee Member, who has been convicted of any offence which in the opinion of a majority of the Committee brings the Club into disrepute, will automatically and immediately be removed from office.
  - d) The Committee may elect to remove a Committee Member who becomes physically or mentally incapacitated to the extent that he or she cannot carry out his or her duties as a Committee Member.
  - e) No Committee Member who has been removed from office will be eligible for re-election without the consent of a General Meeting.
- 14.7. **Vacancy:** any vacancy in any Committee position which is not filled at an election for which occurs between elections will be filled by the next highest polling candidate at the preceding election or not filled, as the Committee see fit, provided a quorum remains.
- 14.8. **Powers:** The Committee will, subject to any limitations imposed by this Constitution, has the power to:
- a) Exercise all the powers and authorities of the club;
  - b) Do such other acts and things as it deems necessary or expedient for carrying on the business of the club;
  - c) Form standing or ad hoc committees for the purpose of exercising its duties, authorities or powers;
  - d) Delegate its duties, powers and authorities to the Manager or to a committee formed under clause 15.8(c); and
  - e) Co-opt any person to assist with its functions.
- 14.9. **Duties:** Committee Members will at all times:
- a) Render every assistance to the President, Vice-President and staff of the club to maintain order and to prevent infringement of the Rules, Regulations or By-Laws or the terms of any charter or licence which may from time to time be granted to the club.
  - b) In the execution of their duties, exercise fiduciary responsibility and act in the best interests of the Members; and
  - c) Act in the best interests of the club as a whole and make decisions at Committee Meetings using wisdom and judgement to the best of their abilities.
  - d) Any other duties which the committee of the club may from time to time determine.



## **15. PRESIDENT AND VICE-PRESIDENT**

- 15.1. The President and Vice-President will be ex officio members of all sub-committees, and Adjuncts.
- 15.2. The President will preside at all meetings of the Committee and over all Annual and Special General Meetings of the members, in the absence of the President the Vice-President will preside.
- 15.3. At all meetings the President is entitled to a casting vote.
- 15.4. The President will be the Club's representative with the Manager, in the matters of Club business.
- 15.5. In the event of a Vacancy of the office of President, the Vice-President will assume that role for the remainder of the term. In the event of a vacancy in the role of Vice-President, the committee will elect a committee member to that role for the remainder of the term.

## **16. AUDITOR**

- 16.1. The Club's accounts will be audited annually by a chartered accountant appointed by the members in Annual General Meeting, who shall:
  - a) Be a member of the Institute of Chartered Accountants of New Zealand; and
  - b) Not be a Committee Member or hold any other office in the Club.
- 16.2. The auditor will have the right to attend any meetings of the Club at which the Club's financial affairs are under discussion but will not be entitled to exercise a vote on any question.
- 16.3. The auditor will be paid such fees as may be determined by the Committee from time to time.
- 16.4. The auditor will have the power to call for the production of all books, papers and documents (including electronic documents) relating to the affairs of the Club. The financial statements will be audited by him or her and, if correct, certified under his or her hand before they are submitted to the Annual General Meeting.

## **17. TREASURER**

- 17.1. The Treasurer will:
  - a) Ensure that all monies received by the club are paid, forthwith, or as soon as possible, into a bank account for the credit of the Club.
  - b) Prepare a detailed report of the previous month's receipts and payments for each monthly Committee Meeting and present it to that Meeting; and
  - c) Ensure that all taxes, levies, duties, and other payments required by statute are made before the due date; and

- d) All taxation and other financial returns required by statute are accurately completed and lodged by the due dates; and
- e) Prepare the Club's Financial Statements and present them to the Annual General Meetings.

17.2. The Treasurer will immediately bring to the attention of the Committee, any financial irregularity or suspicion of financial irregularity, or any concern regarding the financial performance of the club.

## **18. SECRETARY**

18.1. The Club will appoint a Secretary whose duties are to:

- a) Attend to the accounting and clerical duties of the Club
- b) Record the minutes of Committee and General Meetings;
- c) Generally, conform to such regulations from time to time made by the Committee.
- d) Be the returning officer for any election, ballot or other voting procedure conducted by the association.

18.2. The Secretary's remuneration will be determined by the Committee.

18.3. Nothing in this Rule precludes the engaging of outside professional services in the performance of any of the above duties or from combining the office of Secretary with that of Manager (Secretary/Manager).

## **19. MANAGER**

19.1. The Manager will carry out all such duties as are required to manage affairs of the club. The Manager is accountable to the Committee being that body's only direct employee. All other employees will be under the direct control of the Manager.

19.2. The role and responsibilities of the Manager will be detailed in:

- a) A Position Description, which is to be kept up to date by the Committee; and
- b) An Employment Agreement

19.3. The Manager will attend and take part in all Committee and General Meetings except on occasions where the committee decides otherwise. The Manager does not have a vote on any matter.

19.4. The Manager will be the Club's representative in respect to both legislative provisions and legal requirements and will be the Secretary of the Club.

## **20. ANNUAL GENERAL MEETING**

- 20.1. The Annual General Meeting of the Club is to be held not later than 30 June in each year or such other date as may be fixed by the Committee from time to time but to be no later than 15 months from the immediately preceding Annual General Meeting, for the purpose of:
- a) Receiving and adopting the annual report of the Committee;
  - b) Receiving and adopting the Financial Statements of the Club;
  - c) Considering, and if necessary, taking action on, any motion relating to the annual report or Financial Statements;
  - d) Considering, and if necessary, taking action on, any other motion of which due notice pursuant to Rule 23.(6)(b) has been given;
  - e) Election of Auditor; and
  - f) Written General Business.
- 20.2. At least fourteen (14) days before the Annual General Meeting, the following is to be posted on the Club's notice board, electronic media and mail:
- a) Notice of the Annual General Meeting;
  - b) The Committees annual report;
  - c) The Financial Statements; and
  - d) Notice of any other business to be transacted at the Meeting.

## **21. SPECIAL GENERAL MEETING**

- 21.1. The Committee will convene a Special General Meeting if at any time:
- a) The Committee considers such a Meeting necessary or desirable; or
  - b) The Secretary receives a written requisition to do so signed not by less than fifty (50) Financial Members.
- 21.2. Fourteen (14) days' notice specifying the time and place of a Special General Meeting, its purpose and an agenda is to be given by notice on the Club's notice board, electronic media and mail.

## 22. CONDUCT OF GENERAL MEETINGS

- 22.1. At all General Meetings, the chairman will be;
- a) The President; or
  - b) In his or her absence, the Vice-President; or
  - c) In the absence of both the President and the Vice-President, a Committee Member elected by the Meeting.
- 22.2. The quorum for a General Meeting is 25 members.
- 22.3. A General Meeting is to be adjourned if;
- a) A quorum is not present within half an hour after the time fixed for the Meeting; or
  - b) A quorum is present and the Meeting elects to adjourn.
- 22.4. If a Meeting is adjourned, the Committee will:
- a) Fix a new date not more than fourteen (14) days later; and
  - b) Give at least three (3) days' notice of the adjourned Meeting by notice on the Club's notice board and social media platforms.
- 22.5. If a quorum is not present at an adjourned Meeting, the Meeting will lapse. If a quorum is not present for an Extraordinary General Meeting, the agenda as displayed on the Notice Board automatically reverts to the Committee to adjudicate on.
- 22.6. **Resolutions:**
- a) A Member may without notice ask any question or move any resolution relative to the Annual Report or Balance Sheet.
  - b) Any Member intending to move a resolution bearing on any other matter must give notice of the proposed motion, seconded by another member, to the Secretary at least twenty-one (21) days before the Meeting and such notice of motion is to be forwarded to each Member with the notice of the Meeting.
- 22.7. **Procedure:** The following rules of debate apply;
- a) Each Member may speak only once to each motion or amendment, except the mover, who may reply.
  - b) The mover of any resolution or substantial amendment to a resolution will be allowed five (5) minutes in which to introduce his proposition and ten (10) minutes for reply, or vice versa, and any other speaker will be allowed five (5) minutes.
  - c) The Chairman will decide whether any amendment proposed to a resolution is a substantial amendment or not.

- d) If freer discussion of any subject is desired, any Member may move that the Meeting go into Committee on that subject and such motion will be immediately put and decided by a show of hands.
  - e) In Committee no Member may speak for more than five (5) minutes at a time.
  - f) When in Committee any Member may move that the ordinary meeting is to be resumed, and such motion will be immediately put and decided by a show of hands.
- 22.8. Except as otherwise provided by these Rules, all questions are to be decided by simple majority vote.
- 22.9. **Voting:** At any General Meeting:
- a) Each Ordinary and Life Member is entitled to be present and to give one vote on all questions.
  - b) Voting shall be on voice in the first instance. The Chairman or three (3) members present may call for a show of hands. On a motion passed by a majority of those present, the vote shall be by secret ballot.
  - c) In the event of equal votes being cast, the Chairman will have a casting vote.

## 23. COMMITTEE MEETINGS

- 23.1. The Committee is to meet regularly and at least once each month at a time and place to be determined by the Committee, or on a requisition in writing to the Secretary, setting out the purpose for which the Meeting is required. A date for a Committee Meeting must be set within four (4) days of the Secretary receiving a requisition under this clause.
- 23.2. At all Committee Meetings, the Chairman will be;
- a) The President; or
  - b) In his or her absence, the Vice-President or
  - c) In the absence of both the President and the Vice-President, a Committee Member elected by the Meeting.
- 23.3. The quorum for a Committee Meeting is not less than sixty per cent (60%) of its members.
- 23.4. Any Committee Meetings will be adjourned if:
- a) A quorum is not present within half an hour after the time fixed for the Meeting; or
  - b) A quorum is present and the Meeting elects to adjourn.
- 23.5. If a Committee Meeting is adjourned, the Committee will:

- a) Fix a new date not more than fourteen (14) days later; and
  - b) Give at least three (3) days' notice of the adjourned Meeting to each Committee Member.
- 23.6. If a quorum is not present at an adjourned Meeting, the Meeting lapses.
- 23.7. Except as otherwise provided by this Constitution, all questions raised at a Committee Meeting will be decided by a simple majority of votes cast.
- 23.8. In the event of equal votes being cast, the Chairman has a casting vote.

## **24. ACCOUNTS**

- 24.1. The Committee will ensure true accounts are kept of:
- a) All sums of money received and expended by the club and the matters in respect of which such receipt and expenditure takes place; and
  - b) All assets, credits and liabilities of the club including any charges and securities of any description affecting any property of the club; and
  - c) All remuneration and entitlements relating to employees of the club.
- 24.2. The latest balance sheet, income and expenditure statements, auditors report and confirmed minutes from Committee meetings are to be kept at the office of the club or other such place as the Committee may determine and will be open to the inspection of Financial Members at all responsible times.
- 24.3. All monies received will be paid forthwith, or as soon as possible into a bank approved by the Committee after being accounted for within the Club's accounting system.
- 24.4. Payment of all monies on behalf of the club will be made by cheque signed by, or electronic transaction or such other means as may be determined by the Committee from time to time, authorised by, two signatories, one being the Manager and the other being one of the President, the Vice-President or other person approved by the Committee as an authorised signatory of the club.
- 24.5. At every Annual General Meeting the Committee will present:
- a) The Club's Financial Statements; and
  - b) An Annual Report as to the state of the Club.
- 24.6. The club will make returns required by Section 23 Incorporated Societies Act 1908 and will comply with all the relevant requirements of that Act.

## 25. ADJUNCTS

- 25.1. An Adjunct may be formed within the Club for sporting or special interest groups, subject to approval from the Committee, such adjuncts are bound by the Rules including those relating to Membership, and by-laws of the Club at all times
- 25.2. Any assets of the Adjunct are the assets of the Club. All monies received for Adjuncts are to be paid into the Adjuncts bank account referred to in Rule 26.4(a).
- 25.3. All accounting, taxation, financial reporting and legal compliance responsibilities of the adjunct, rest with the club.
- 25.4. Adjuncts are to use the Club's accounting services in the following manner:
  - a) Adjuncts must bank through the club's main bank account. The club must account for GST on all adjunct transactions.
  - b) Adjuncts will be allocated their own unique ledger number within the 'liabilities' section of the clubs accounting system e.g. Liability Base Code "Adjuncts" 800, Indoor Bowls 800-01, 8-Ball 800-02 etc.
  - c) All deposits are to be issued receipts by the club staff, all requisitions for withdrawals (cash and/or cheque payments) are to be made on a prescribed form signed by the Adjunct Treasurer and one other adjunct official.
  - d) All transactions, which are subject to GST, will be debited or credited to the appropriate ledger account and a document showing transactions and total of funds held in provided to each adjunct at the end of each month, or upon request.
  - e) The total of all funds held on behalf of all adjuncts will be shown as a Current Liability in the Club's Financial Statements.
  - f) In an Adjunct should cease trading, then the funds held by that adjunct will be transferred into the Club's main bank account. No individual may personally benefit from adjunct monies at any time.
- 25.5. The Committee of the Adjunct will not do, or omit to do, anything which is likely the prejudice or not be in the best interests of the club. Any contentious correspondence must come through the office prior to delivery.
- 25.6. Members of an Adjunct involved in any activity or related to the Adjunct shall indemnify the Club and its representatives from any problem, direct or indirect loss or damage, claim or proceedings (including in negligence) caused or contributed to by that activity.
- 25.7. Office holders of adjuncts are not Committee members or club officials by virtue of holding such office.
- 25.8. The Committee after consultation with the Adjunct office bearers may disband the adjunct at their discretion.

25.9. The provisions of this Rule 26 are to be read subject to the provisions of Rule 7 with respect to the Golf Section.

## **26. SEAL**

26.1. The Club will have a Common Seal which is to be kept in the custody and the control of the Manager and will be used only in pursuance of a duly passed resolution of the Committee or of the Club, and in the presence of two (2) persons appointed by the Committee as authorised signatories of the club.

## **27. PROPERTY**

27.1. Membership of the club does not give any member any transmissible or assignable interest by operation of law or otherwise, in any of the property or funds of the club.

27.2. If a person ceases to be a Member for any reason, any interest he or she may nevertheless possess in any of the effects, property or funds of the Club will vest in the Club.

27.3. Any information which the Club provides for Members remains the property of the Club. Members must not pass any such information on to any non-Member without the written consent of the Club.

## **28. VISITORS RULE- AUTHORISED CUSTOMERS, AUTHORISED VISITORS AND GUESTS**

### **28.1. Authorised Customers**

- a) Any member of the Club can invite and accompany a guest/visitor (s) (Authorised Customer) to the club.
- b) Any member introducing a guest/visitor(s) is responsible for the good conduct of that guest/visitor while on the club premises.
- c) Any guest/visitor who wishes to be sold or supplied alcohol must first complete the appropriate *authorised customer* requirements.
- d) Any Guest/visitor(s) may only be sold or supplied alcohol for consumption on the premises while accompanied by a member of the club.
- e) Any Guest/visitor(s) will lose all rights or privileges to purchase or consume alcohol if they remain in the club if/when the sponsoring member vacates the club premises.

### **28.2. Authorised Visitors;**

- a) Any affiliated member (Authorised Visitor) wishing to be sold or supplied alcohol for consumption on the premises must be able to produce valid proof of membership to an affiliated club/association to club staff at the point of service.
- b) Any affiliated member introducing a guest/visitor(s) is responsible for the good conduct of that guest/visitor whilst on club premises. The guest/visitor will lose all rights or privileges to purchase or consume



alcohol if they remain in the club if/when the sponsoring Authorised Visitor vacates the club premises.

- 28.3. Any guest/visitor of a member of either the Club or affiliated clubs, who wishes to be sold or supplied alcohol must first complete the appropriate authorised customer and/or authorised visitor requirements required by the club.
- 28.4. Authorised Customers, Authorised Visitors and their guests are bound by the rules of this club while they are on the club premises.
- 28.5. The Duty Manager has the power to refuse privileges for any intending guest/visitor or revoke privileges without any reason being supplied, this includes the right of the Duty Manager to refuse entry to the club premises or removal of a guest/visitor from the club premises.
- 28.6. **Definitions for the purposes of this Rule 29;**
- a) "club" has the same meaning as defined for the time being in section 5 of the Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof;
  - b) "member", "authorised customer" and "authorised visitor" have the same meanings given to them for the time being in section 60 Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof;
  - c) "affiliated member" means the same as "authorised visitor" and includes
    - i. A member of any other club which is a member of Clubs New Zealand Incorporated through whom the Club has arrangements for reciprocal visitors rights for members, irrespective of whether the other club has an alcohol licence or a permanent charter or not; and
    - ii. A member of any other club with which the club has an arrangement for reciprocal visiting rights for members, irrespective of whether the other club has an alcohol licence or a permanent charter or not;
  - d) In this Rule 29, words in the singular (such as guest/visitor) include the plural.

## **29. ALTERATIONS OF CONSTITUTION RULES**

- 29.1. These Rules may be revised or amendment by a resolution passed by a 75 percent (75%) of the Financial Members present at a General Meeting. This is subject to the provisions of Section 21 (Amendment 2005) of the Incorporated Societies Act 1908.
- 29.2. Notice specifying the intention to propose such a resolution must be given in writing to the Secretary at least twenty-one (21) days before a General Meeting and such notice shall be displayed to each Member with notice of the Meeting.

29.3. The committee from time to time may make, alter and rescind By-laws incidental to the operations of the Club, so long as they are in conformity with these rules. A register of By-laws must be kept and displayed on the Club premises.

### **30. DISSOLUTION AND/OR LIQUIDATION**

30.1. The Club may only be dissolved by the Registrar of Incorporated Societies:

- a) If at an Extraordinary General Meeting called by the Committee for that purpose passes a resolution that the Registrar make a declaration of dissolution; or
- b) As provided for in the Incorporated Societies Act 1908 (Amendment 2010).

30.2. The Club may be put into liquidation;

- a) At a Special General Meeting called by the Committee for that purpose; or
- b) As provided for in the Incorporated Societies Act 1908 (Amendment 2010).

30.3.(a) Subject to subparagraph (b) below on due settlement of all just debts and the affairs of the Club, all surplus monies and other assets, except those with respect to the Golf Section, are to be distributed to some charitable institution to be determined by the members in General Meeting called for the purposes of dissolution of the Club and confirmed at the subsequent meeting of the Club pursuant to 24 of the Incorporated Societies Act 1908.

- (b) On the dissolution of the Club, all assets acquired by the Club pursuant to the dissolution of the Waitomo Golf & Country Club (Incorporated) and all assets acquired in substitution for any of those assets, are to be distributed to such entity or entities as the Golf Section members may, by a majority at a General Meeting of the Golf Section convened for the purpose, direct. If the Golf Section Members do not wish to acquire these assets, then the assets will be distributed in accordance with subparagraph (a) above. The distribution of the Golf Section assets will be subject to such liabilities as are attached to those assets as at the date of the dissolution of the Club.

These rules were approved at a General Meeting, held at the Otorohanga Club Inc. on 25 November 2020.

Name: Ian R Gollan  
SIGNED IR Gollan DATE 10/3/2021  
President

Name: DAVID MIERS  
SIGNED [Signature] DATE 12/3/2021  
Vice President

Name: Gavin Hazledon  
SIGNED [Signature] DATE 12/3/2021  
Committee