

**CONSTITUTION**

**OF**

**WELLINGTON GOLF INCORPORATED**

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**C O N S T I T U T I O N**  
**OF**  
**W E L L I N G T O N G O L F I N C O R P O R A T E D**

**PART 1 - PRELIMINARY**

**1. Name**

1.1 The name of the Organisation is "**WELLINGTON GOLF INCORPORATED**"

**2. Registered Office**

2.1 The registered office of Wellington Golf Incorporated shall be at such place as the Board determines.

**3. Definitions and Interpretation**

3.1 In this Constitution:

"Act" means the Incorporated Societies Act 1908.

"AGM" means Annual General Meetings of Members.

"Board Member" means any one of the Officers and/or any one of the Directors.

"Club" means any incorporated golf club that is a member of Wellington Golf in accordance with these Rules.

"Committee" means the Match Committee and/or any committee established in accordance with these Rules.

"Delegate" means a delegate appointed under Rule 11.

"Director" means a person elected or appointed as a director under these Rules.

"District" means the territory of Wellington Golf as defined by NZ Golf.

"Financial Year" means the 12 month period commencing on 1 January in any year and ending on 31 December of the same year.

"General Manager" means the General Manager of Wellington Golf.

"General Meeting" means an AGM of Members and/or a SGM of Members as the case may be.

"Match Committee" means the Match Committee established under these Rules.

"Members" means the Clubs and the Life Members.

"Membership" means the position of being a Member.

"NZ Golf" means New Zealand Golf Incorporated.

"NZ Golf Councillor" means a person appointed under Rule 26.1.

"Objects" means the objects of Wellington Golf as set out in Rule 4.

"Officer" means a person elected or appointed pursuant to Rule 19.1 and Part 6.

"SGM" means Special General Meetings of Members.

"The Board" means the Board established by Rule 21.1.

"Wellington Golf" means Wellington Golf Incorporated.

**3.2** Any reference to any Act or Regulation includes any amendment to and any new Act or regulation passed in substitution for it.

**3.3** The plural includes the singular and vice versa.

#### **4. Objects**

**4.1** The Objects of Wellington Golf are:

- (a) To foster, promote and manage the game of golf as played and enjoyed by people of all playing levels and ages;
- (b) To manage and be responsible for the administration of golf in the District;
- (c) To maintain membership of NZ Golf and be bound by the rules of NZ Golf;
- (d) To uphold the Rules of Golf and to establish and promulgate rules, playing conditions and regulations for the playing of golf in the District;
- (e) To promote the importance of the Rules of Golf, the Rules of Amateur Status and the education of such rules to bodies involved in golf;
- (f) To consider and adjudicate upon all disputes between Clubs and all matters, whether of misconduct or otherwise arising out of the playing, control, organisation or administration of the game of golf in the District;
- (g) To uphold the New Zealand Handicapping and Course Rating system;
- (h) To assist with the provision of coaching and development programmes for players in the District;
- (i) To initiate and control golf competitions and representative matches in the District;
- (j) To select and manage teams representing the District in any representative matches;
- (k) To encourage the playing of golf free from the use of drugs; and
- (l) To use and protect the intellectual property of Wellington Golf.

## 5. Powers

5.1 Wellington Golf has the power to do all things necessary, desirable or convenient for the promotion of its Objects and in particular, to:

- (a) Provide funding, resources, systems and procedures for properly conducting, managing and carrying on all aspects of or relating to, the game of golf and all things incidental to it;
- (b) Purchase, take on lease, hire or otherwise acquire and hold real and personal property, rights and privileges for attainment of any of its Objects or generally promoting, carrying on and fostering the game of golf provided always that no purchase of land may be made except pursuant to a resolution passed at a General Meeting;
- (c) Sell, lease, mortgage, charge or otherwise dispose of any of the property of Wellington Golf and to grant such rights and privileges over it in such manner as the Board may determine provided always that any disposition of an interest in land may only be made pursuant to a resolution passed at a General Meeting;
- (d) Manage and raise money, including the power to borrow money by way of Bank overdraft or otherwise and to secure the payment by way of mortgage or charge over all or any part of the real or personal property of Wellington Golf, or by debenture or bonds, and either secured by mortgage in favour of trustees or otherwise;
- (e) Raise money by subscriptions, levies or otherwise and to invest the funds of Wellington Golf upon such securities and upon such terms and conditions as determined by the Board;
- (f) Take any gift of property whether subject to any special trust or not for any one or more of the Objects;
- (g) Enter into, manage and terminate any contract, agreement or arrangement with any person or body including employees, sponsors, members, volunteers, funders and any national or local government or other authorities;
- (h) Invest or deal with money as the Board may determine;
- (i) Lend money to a Club with or without security on such terms and conditions as the Board may determine;
- (j) Regulate the conduct of Clubs and any person involved and to penalize any Club or person which or who breaches any Code of Conduct laid down by Wellington Golf, and if necessary to implement a Code of Conduct hearing;
- (k) Exercise discipline over Clubs and persons who participate either as players, officials, spectators or in any other capacity in any golfing event or activity which is under the management of Wellington Golf and to apply penalties for any breaches of discipline in accordance with any disciplinary policy adopted by Wellington Golf;

- (l) Give rulings as to the application and interpretation of the Rules of Golf in consultation, where appropriate, with NZ Golf and golf referees association's in the District;
- (m) Make, alter, rescind and enforce any regulations, policies, codes, procedures and by-laws for the governance, control and management of Wellington Golf;
- (n) Implement drug sampling and testing measures, and apply penalties for doping infractions in accordance with any drugs or doping policy adopted by Wellington Golf;
- (o) Print and publish any newspapers, periodicals, books, leaflets or other communications and develop and implement any computer system or software package;
- (p) Produce, develop, create, license and otherwise exploit, use and protect intellectual property of Wellington Golf;
- (q) Generally do all things whatsoever for the benefit of golf which may be incidental or ancillary to the Objects.

## **PART 2 – MEMBERS**

### **6. Members**

6.1 The Members of Wellington Golf comprises two categories being:

- (a) Clubs that are:
  - (i) On 31 December 2008 members of Wellington Golf Association Incorporated and/or Wellington Womens Golf Incorporated, or that are approved for Membership at a later date;
  - (ii) provided that such Membership has not ceased under these Rules;
- (b) Life Members that are on 31 December 2008 members of Wellington Golf Association Incorporated and/or Wellington Womens Golf Incorporated or that are made Life Members at a later date.

6.2 All Members in either category shall be listed in a Register of Members maintained by the General Manager.

### **7. Applications for Membership**

7.1 Any incorporated club established primarily for participation in golf and which is located within the District may apply in writing to become a Member. The application for Membership shall be in such form and shall be accompanied by such documents and material as the Board prescribes.

7.2 The Board must consider the application but must only approve it if the Board is satisfied that in all respects it is appropriate to do so.

7.3 An applicant club approved for Membership shall become a Member from such date specified by the Board, and shall be liable for such portion of the annual levies for the current financial year as determined by the Board.

## 8. **Withdrawal**

8.1 Any Club desiring to withdraw from Wellington Golf shall give not less than 90 days notice in writing to the General Manager. Subject to all levies for the current Financial Year being paid by the withdrawing Club, the Club shall cease to be a Member at the expiry of Wellington Golf's then current financial year or such earlier date as specified by Wellington Golf.

## 9. **Expulsion or Suspension**

9.1 Every Club undertakes to comply with these Rules and decisions of the Board and the Committees. Any refusal or neglect to comply after 1 month's notice in writing from Wellington Golf shall render such Club liable to suspension or expulsion from Wellington Golf by resolution of the Board. Expulsion means cessation of Membership while suspension means suspension of all rights of the Club for such period and on such terms as the Board determines.

9.2 Any Club which is expelled or suspended under Rule 9.1 may seek variation and/or cancellation of the expulsion or suspension by appeal to a General Meeting of Members. Any variation or cancellation requires approval by at least two thirds of the voting entitlement held by Clubs attending such General Meeting.

## 10. **Life Members**

10.1 Life Membership may be conferred on any person by resolution passed at a General Meeting of Wellington Golf. Life Membership shall be conferred only on persons who have over a substantial number of years rendered outstanding service in any capacity to the game of golf in general, rather than for a particular Club.

10.2 Life Membership does not confer any authority or office and is solely to honour the person on whom it is bestowed.

10.3 Life Members shall be entitled to attend General Meetings and have speaking but no voting rights.

10.4 The Membership of a Life Member may be revoked by a decision of Wellington Golf in General Meeting.

## 11. **Delegates**

11.1 Each Club shall appoint two Delegates to represent it at all General Meetings of Wellington Golf. A Delegate may not be a Director or Officer of Wellington Golf but must be a financial member of the Club he or she represents.

11.2 The instrument appointing the Delegate shall be in writing signed by the executive officer of the Club appointing the Delegate and shall be deposited with the General Manager as so required by the Board and in the absence of such requirement then at least before commencement of the meeting at which the Delegate proposes to vote.

11.3 A Club may also appoint an alternate for any Delegate in accordance with both Rule 11.1 and the same process recorded in Rule 11.2 and the alternate is then in the absence of the Delegate deemed to be the Delegate.

## 12. **Affiliation**

12.1 Any person, body corporate or government agency (called in this Rule the Operator), that provides and/or controls a golf course within the District, not being a golf course operated by a golf club that is entitled to be a Member, may apply to be affiliated to Wellington Golf.

12.2 The terms and conditions of affiliation including any rights granted to affiliated Operators shall be determined by the Board. The Board may approve the application for affiliation on condition that the Operator complies with the terms and conditions including payment of such annual affiliation fee as the Board may determine.

## 13. **Obligations of Members**

13.1 Each Club must:

- (a) Be incorporated;
- (b) Forward to Wellington Golf upon request details of its administration committee and Delegates and any alternates nominated to represent the Club at General Meetings;
- (c) Support Wellington Golf in the encouragement and promotion of its Objects;
- (d) Abide by these Rules and ensure that its own rules in turn require its own members to also abide by these Rules; and
- (e) Be deemed to have renewed its Membership to Wellington Golf annually unless it has ceased before the end of a year.

## **PART 3 – MEETINGS**

### 14. **Annual General Meeting (AGM)**

14.1 The AGM shall be held in each year on such day as may be fixed by the Board, but the Board will endeavour to hold it before the end of March.

14.2 The General Manager shall give preliminary notice of the date of the AGM to Members at least 42 days prior to the date of the AGM.

14.3 At each AGM reports from the Board and the Match Committee (and such other Committees (if any) from which the Board requires an AGM report) and a duly audited statement of financial position and statement of financial performance for the preceding year shall be presented. Formal notice of the meeting with copies of such reports, statements, information on nominees for election at the AGM and any Notices of Motion shall be forwarded to each Member at least 14 days prior to the AGM.

### **Special General Meeting (SGM)**

- 14.4 A SGM shall be called:
- (a) at any time pursuant to a resolution of the Board; or
  - (b) on a written requisition by not less than 5 Clubs; or
  - (c) in the case of an appeal by a Club suspended or expelled under Rule 9 then by that Club alone,

provided that in each case the requisition shall state the resolution or resolutions to be moved at such SGM. At least 14 days notice of any SGM shall be given by Wellington Golf to Members, with the business of the SGM being set out in the notice, together with any resolution or resolutions to be moved.

## 15. **Voting at General Meeting**

- 15.1 Except as otherwise provided in these Rules, at all General Meetings voting shall be by a show of hands. If before, or immediately after, the declaration of the result of a show of hands, and before the General Meeting proceeds to the next business, a secret ballot is demanded by any Delegate, then voting on the resolution or resolutions shall be by secret ballot.
- 15.2 On a show of hands or secret ballot a Delegate or Delegates of a Club present in person, shall have the number of votes assessed as follows:
- (a) Two votes for a Club which has 400 or less members with full player rights of that Club;
  - (b) For every group of 400 members with full player rights in the Club, the Club will receive an additional vote.
- 15.3 If a secret ballot is duly demanded it shall be taken immediately in such manner as the chair directs. Two scrutineers shall be appointed by the meeting for the counting of votes and the chair shall declare the result as and when notified by the scrutineers. Following the declaration of the result the ballot papers shall be destroyed.
- 15.4 For the purposes of Rule 15.2, a Club is deemed to have the number of members for which the Club has paid levies to Wellington Golf for the most recent financial year of Wellington Golf.
- 15.5 A declaration by the Chair that a resolution has been carried, or lost, and an entry to that effect in Wellington Golf's minute book, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against the resolution.
- 15.6 In the event of an equality of votes, the chair shall have a casting vote.

## 16. **Procedure at General Meetings**

- 16.1 The President, or in his or her absence, a person nominated by the Board, shall take the chair at all General Meetings. If no such person is present the persons present and entitled to vote shall elect a chair.

- 16.2 The quorum at all General Meetings shall be one or both Delegates of Clubs present, representing not less than 25% of all Clubs.
- 16.3 The chair of the General Meeting must ensure that prior to any voting being undertaken at a General Meeting a roll call of Delegates is read and with confirmation of the number of votes being exercised at that General Meeting by that Delegate.
- 17. Notices of Motion**
- 17.1 No motion shall be proposed, discussed, or put to the vote, at any General Meeting, unless either:
- (a) Notice of the motion has been given in the notice calling the General Meeting; or
  - (b) A resolution passed by at least a 75% majority of all Delegates present at the meeting determines that such motion be considered.
- 17.2 Any Club which wishes to propose a motion at an AGM must give notice of the motion to Wellington Golf at least 28 days prior to the date of the AGM. A motion which does not comply with this requirement may still be considered at an AGM if it qualifies for consideration under Rule 17.1(b) or Rule 17.3.
- 17.3 Any irregularity, error or omission in Notices, agendas and relevant papers for General Meetings or the omission to give Notice within the required timeframe or the omission to give notice to all Members and any other error in the organisation of a General Meeting shall not invalidate the meeting nor prevent the General Meeting from considering the business of the meeting provided that:
- (a) the Chairperson in his or her 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 75% of votes cast is obtained in favour of the motion to proceed.
- 18. Auditor**
- 18.1 At each AGM Wellington Golf shall appoint an auditor for the ensuing year who shall audit Wellington Golf's accounts for that year. Such auditor shall be an independent Chartered Accountant and not a member of the Board or a Delegate.

## **PART 4 – OFFICERS**

### **19. Officers of Wellington Golf**

- 19.1 The Officers of Wellington Golf shall be the President, a Women's Vice President and a Men's Vice President all of whom must be a financial member of a Club.
- 19.2 The role of the President and the Vice Presidents in addition to their roles as Board Members shall be determined by the Board but unless otherwise determined the roles shall:

- (a) For the two Vice Presidents, include appointments to the Match Committee to act amongst other things as a link from the Match Committee to the Board; and
  - (b) For the President, include chair of General Meetings and performance of ceremonial duties and liaison with Committees, Clubs and Life Members.
- 19.3 Officers shall retire annually but shall be eligible for re-election. A President or Vice President may not hold office in his or her respective position for more than 3 consecutive years.
20. **Vacation of Offices**
- 20.1 The office of President and Vice President shall be vacated if any holder:
- (a) Ceases to be a financial member of a Club; or
  - (b) Resigns his/her office in writing; or
  - (c) Becomes of unsound mind; or
  - (d) In the case of a President, is absent without reasonable excuse (as determined by the Board) from 2 consecutive meetings of the Board.
- 20.2 In the event of a vacancy occurring in any of the Officers, the Board may fill such vacancy for the unexpired term of the office.

## **PART 5 – THE BOARD**

21. **Composition, term, rotation and chair of the Board**
- 21.1 The Board shall comprise the Officers and 4 Directors.
- 21.2 The Directors (and any Director appointed to fill a casual vacancy) are to comprise at least 1 female Director and 1 male Director at all times.
- 21.3 Directors shall hold office for a term (as set out in Rule 21.5) commencing from the end of the AGM at which they are elected.
- 21.4 Directors are eligible for re-election, up to a maximum consecutive period of 6 years.
- 21.5 The Directors appointed at the AGM's in 2009 and 2010 are appointed for terms of one year. At the AGM in 2011 two of the Directors (one male and one female) will be appointed for terms of two years and the other two Directors will be appointed for terms of one year. Commencing from the AGM in 2012, any new Director appointments at AGM's will be for terms of two years. The Board is to operate a rotational directorship policy with only those Directors who have completed their 2-year term coming up for election in any year. The Transitional Provisions set out in Rule 41 shall apply in respect of the first Directors following the adoption of this Constitution.

21.6 No employee or independent contractor in the nature of an employee of Wellington Golf shall be eligible to stand for election to the Board or to be a Director.

21.7 The Chair of the Board shall be one of the Board members as determined by the Board.

## 22. **Board Meetings**

22.1 A meeting of the Board is to be convened:

- (a) As the Board resolves; or
- (b) As the Chair of the Board directs; or
- (c) If a request for a meeting is made in writing to the Executive Director by 2 or more members of the Board.

provided that at least 6 meetings shall be held in each financial year.

22.2 4 Board Members present in person form a quorum at meetings of the Board.

22.3 The Chair of the Board (or, if absent or unwilling to act as the Chair, some other Board Member to be chosen by the Board) shall preside over all Board meetings.

22.4 Each Board Member has 1 vote on all motions.

22.5 In the case of an equality of votes on any motion before the Board the Chair shall have a casting vote in addition to their original vote.

22.6 The Board may invite any person to be present at and speak at a particular Board meeting.

22.7 Subject to this Rule 22, the Board is to determine its own procedures in relation to its meetings.

## 23. **Termination of Position of Director**

23.1 A Director ceases to be a Director if:

- (a) The Director is elected an Officer; or
- (b) The Director dies, resigns in writing or a substitute is appointed by the Board in consequence of the expected prolonged absence or incapacity of the Director; or
- (c) A Director's elected term of office has expired; or
- (d) On notice of motion duly given, a resolution removing the Director from the Board is carried at a General Meeting; or
- (e) The Director becomes bankrupt, or makes any arrangement or composition with creditors generally; or
- (f) The Director suffers from mental incapacity as certified by a qualified medical practitioner, or becomes a person whose person or estate is liable to be dealt

with in any way under the law relating to mental health; or

(g) The Director is directly or indirectly interested in any contract or proposed contract with Wellington Golf and fails to disclose the nature of that interest; or

(h) In the opinion of the Board, the Director has:

(i) Acted in a manner unbecoming or prejudicial to the Objects or interests of Wellington Golf or golf; or

(ii) Brought Wellington Golf, any Club or golf into disrepute; or

(iii) The Director would be prohibited from being a director of a company under the Companies Act 1993.

23.2 Any Director who fails to attend 2 consecutive meetings of the Board without leave of absence may be removed if so resolved by the Board at a subsequent meeting.

23.3 A resolution removing a Director shall not be put to the vote until the Director has been given the opportunity to be heard.

#### 24. **Vacancies on the Board**

24.1 Whenever a vacancy occurs on the Board, whether as a result of insufficient positions being filled at an AGM or otherwise, the Board may, (provided that it complies with the gender provisions set out in Rule 21.2), appoint a replacement Director. In selecting a replacement Director the Board must have regard to the personal qualities, skills and experience of the candidate and his or her ability to enthusiastically contribute to the exercise by the Board of its powers and duties under Rule 25. Such replacement Director shall hold office until the next AGM. The term of office of the Director to be then elected will be one or two years, to correspond with the term of the Director in respect of whom the vacancy occurred.

#### 25. **Powers and Duties of the Board**

25.1 The management and control of Wellington Golf shall be vested in the Board. The Board shall have all the powers of Wellington Golf which are not expressly required by these rules, or by the Act, to be done, or exercised by Wellington Golf in General Meeting, or as otherwise provided by these Rules.

25.2 The Board shall appoint a General Manager on terms and conditions, and in accordance with procedures, approved by the Board. The terms and conditions of appointment of any other staff shall be determined by the General Manager in consultation with the Board.

25.3 The Board shall be the executive of Wellington Golf, manage the affairs of Wellington Golf, control its finances and shall have the following duties:

(a) To appoint a General Manager of Wellington Golf on such terms and conditions as the Board thinks fit;

(b) To adopt and regularly review a strategic plan for Wellington Golf which shall include goals and objectives for golf and measures of short term and long term success;

- (c) To adopt an annual plan and budget for financial performance and to monitor results against the annual plan and budget;
- (d) To make, repeal and amend all such by-laws and regulations, including a Code of Conduct and a Disciplinary Policy, as the Board thinks expedient for the management of Wellington Golf;
- (e) To determine any processes and controls, in particular the approval of the appointment of selectors and managers of representative teams;
- (f) To adopt clearly defined delegations of authority from the Board to the General Manager and to any Committees established by the Board or as required by these Rules and to confirm delegation from the General Manager to other staff;
- (g) To impose, after due and proper inquiry, any penalty upon any Club refusing to give effect to any resolution passed by the Board or any General Meeting;
- (h) To control expenditure and to raise any money as provided by the Objects and/or powers of Wellington Golf;
- (i) To carry out the aims and Objects generally and to deal with any matter not provided for in this Constitution;
- (j) To ensure that Wellington Golf has in place all the necessary internal reporting systems and controls together with the means of monitoring performance and results.

25.4 In addition to its general powers the Board has the following particular powers and authorities:

- (a) To discipline any Member, team, player, official, supporter or other person involved in an event under the control of Wellington Golf or representing Wellington Golf;
- (b) To invest any of the property, assets and income in a manner appropriate for a professional trustee operating under New Zealand law and the Board may by resolution delegate the investment and management of its investments to a fund manager;
- (c) To open and operate bank accounts in the name of Wellington Golf;
- (d) To fill any vacancy on the Board in accordance with clause 24;
- (e) To call General Meetings of Wellington Golf.
- (f) To delegate to any person or persons, or to a Committee any of the Board's powers. The Board may determine in writing, conditions for any such delegation including its duration. Unless agreed by the Board a Committee has no power to delegate the powers delegated to it by the Board.

## 26. **NZ Golf Councillors**

26.1 One female and one male NZ Golf Councillor shall be appointed annually by the Board and unless otherwise determined by the Board shall hold office until the

commencement of the first meeting of the Board after the next AGM. The NZ Golf Councillors may not be appointed for more than 6 consecutive years.

## **PART 6 – ELECTIONS**

### **27. Elections**

- 27.1** All Officers and Directors shall be elected by the Delegates at the AGM subject to this Rule.
- 27.2** Nominations for the Officers and Directors shall be made to the General Manager no less than 21 days prior to the AGM.
- 27.3** Nominations for the position of an Officer or Director may be made by a Club and if so must be:
- (a) In writing;
  - (b) On the prescribed form (if any) provided for the purpose;
  - (c) Accompanied by the nominee's curriculum vitae and a statement supplied by the nominee focusing on the personal qualities, skills and experience that the nominee believes will enable him or her to enthusiastically contribute to; in the case of Officers, the roles set out in Rule 19; and in the case of Directors, the exercise of the powers and duties of the Board set out in Rule 25 (such CV and statement not in total exceeding three A4 sheets of paper);
  - (d) Signed by or on behalf of a nominating and a seconding Club; and
  - (e) Certified by the nominee expressing a willingness to accept a position as an Officer or Director.
- 27.4** In the event of insufficient nominations or just sufficient nominations being made for the available positions then those nominated shall be declared elected without a ballot but this is subject to the gender requirements of Rule 21.2.
- 27.5** If the number of candidates is greater than the number of positions for an Officer or Director, a secret ballot is to be held.
- 27.6** Ballot papers shall be issued to Delegates at the AGM with one ballot paper for each voting entitlement held by the Club.
- 27.7** If a person stands for election for more than one of the positions of President, Vice President and Director, the elections shall be decided in the following order:-
- President
  - Vice President
  - Director
- 27.8** If a person is successful in an election for one position then that person shall be ineligible for any election decided later in the order set out Rule 27.7.

- 27.9 The AGM shall appoint two scrutineers to count the votes and report the result of their count to the Chair of the AGM.
- 27.10 In the event of a tie in the voting the Chair of the AGM shall resolve it by lot at the AGM.
- 27.11 If no nominations or insufficient nominations are made for any position, the position may be filled by the Board.
- 27.12 The results of the ballot shall be declared at the meeting by the Chair of the meeting and the voting papers destroyed.
- 27.13 The number of votes cast for each candidate shall be recorded by the General Manager.

## **PART 7 – MATCH COMMITTEE**

### **28. Match Committee**

- 28.1 The Match Committee which must comprise the two Vice-Presidents and such other persons as determined by the Board shall exercise such powers as may be delegated by the Board to control and manage golf in the District including a requirement to:
- (a) To foster and promote the game of golf played at all levels irrespective of age;
  - (b) Arrange and control inter-club competitions in the District;
  - (c) Arrange, control and manage all games, matches, competitions, tournaments and representative fixtures played under the jurisdiction of Wellington Golf;
  - (d) To recommend to the Board the appointment of Selectors and Managers of teams to represent Wellington Golf;
  - (e) In conjunction with the Board, administer the Rules of Golf and uphold the Rules of Amateur Status;
  - (f) Recommend to the Board an annual District golf programme of events and budget for approval by the Board;
  - (g) Provide advice and recommendations to the Board to enable the formulation of policies, processes and controls for the administration of golf in the District;
  - (h) Provide assistance to other Committees (if any) established by the Board and other such duties as delegated by the Board.
- 28.2 The Match Committee shall also assist Clubs in an advisory capacity in the running of Wellington Golf or NZ Golf events.

## **PART 8 - GENERAL**

### **29. Subscription**

- (a) Each Club shall pay an annual subscription or levy of such amount as may be fixed at the AGM each year on the recommendation of the Board after consideration of a budget for the ensuing year.
- (b) The subscription shall be paid in respect of each member of the Club, who has playing rights except honorary life members.
- (c) The subscription payable in respect of members under the age of 19 years shall be such sum as may be fixed at the AGM each year on the recommendation of the Board, but in any event shall be not more than one-half the levy for members aged 19 years or over.
- (d) The subscription payable for summer, holiday, or other short term Membership, shall be one-half that for other members.
- (e) The subscription which shall be advised in writing by Wellington Golf to Clubs after the AGM is due and payable on the 1<sup>st</sup> day of June in each year. If unpaid on the 1<sup>st</sup> day of June, interest may at the discretion of the Board be charged from that date until paid at the rate of 15% per annum or such other rate as may from time to time be determined by the Board. At the discretion of the Board, all rights of Membership of the Club in default shall be suspended until the subscription is paid.

### **30. Membership Certificate**

**30.1** Not later than 1 February in each year, each Club shall certify in writing to the General Manager, signed by its Executive Officer, general manager or other officer, setting out the number of its members in their respective classes of Membership at the Club's last financial year end.

**30.2** A person who:

- (a) Is not a member at financial year end of the Club furnishing this certificate; but
- (b) Has held in the year up to financial year end of the Club, a class of Membership conferring playing rights of that Club;

is deemed, for the purposes of this Rule, to be a member of that Club at financial year end, with the class of Membership held by him or her at the date he or she actually ceased to be a member.

### **31. Common Seal**

**31.1** The Association shall have a common seal which shall be kept in the custody of the General Manager. Every document to which the seal of the Association is required shall be sealed pursuant to a resolution of the Board to that effect in the presence of the General Manager and at least 1 Board Member (or in the absence of the General Manager then by two Board Members) who shall sign accordingly.

## **32. Property and Funds and Prohibition of Pecuniary Profit**

- 32.1** The property and funds of Wellington Golf shall be applied solely towards the promotion of the Objects in such manner as the Board determines. All moneys received by or on behalf of Wellington Golf shall be paid into a bank account with such bank as the Board determines. All accounts shall be submitted for approval by the Board and shall be paid by cheque drawn on Wellington Golf's account.
- 32.2** All cheques must be signed in accordance with requirements established by the Board but in the absence of such requirements, then for any cheques by any two signatories authorised by the Board.
- 32.3** Nothing in this Constitution shall permit Wellington Golf to use its funds, or make its funds available, to be used for the private pecuniary profit of any Member or any person associated with any Member. For the avoidance of doubt, the term "private pecuniary profit" does not include remuneration or payments for services rendered reasonable and relative to that which would be paid in an arms-length transaction (being the open market value). This clause 32.3 applies and prevails over any other provision of this Constitution to the contrary.

## **33. Minute Books**

- 33.1** The General Manager is to maintain minute books of the Association in which the proceedings of meetings of Wellington Golf, the Board and any Committees respectively are to be recorded.
- 33.2** Minutes of a meeting, when signed as a correct record by the chair of the meeting at which the minutes are confirmed, are evidence of the matters stated in those minutes.

## **34. Special Procedure for Conduct of Business**

- 34.1** Subject to these Rules, the Board or a Committee (called in this Rule "the Relevant Body") may conduct its meetings as it considers appropriate and may permit a member to take part by telephone, closed circuit television or any other means of communication provided that all members of the meeting can hear all other persons participating in the meeting.
- 34.2** A resolution in writing signed or assented to by any form of viable or other electronic communication by all the members of the Relevant Body for the time being present shall be as valid and effectual as if it had been passed at a meeting of the Relevant Body duly convened and held.
- 34.3** Such document may be delivered to the Association's office personally, by post, fax or email.
- 34.4** For the purposes of Rule 34.2, two or more separate documents in identical terms that are set out and signed in accordance with that Rule are to be taken as one document.
- 34.5** Where a meeting of the relevant body is held under Rule 34.1;
- (a) the holding of the meeting and the business transacted are to be recorded in the appropriate minute book; and

- (b) the minutes are to be placed on the agenda of the next normally constituted meeting of the relevant body for confirmation;

as if the meeting under Rule 34.1 was a normally constituted meeting.

### **35. Disclosure of Interest**

**35.1** A member of the Board or a Committee (called in this Rule "the Relevant Body") who has an interest (as defined in Rule 35.3) in a matter being considered, or about to be considered, by the Relevant Body shall, as soon as possible after becoming aware of such an interest, disclose the nature of the interest at a meeting of the Relevant Body.

**35.2** The disclosure is to be recorded in the minutes of the Relevant Body and, unless it resolves otherwise, the member shall not:

- (a) be present during any discussion of the matter; or
- (b) take part in any decision of the Relevant Body in relation to the matter.

**35.3** A member of the Relevant Body is to be taken to have an interest in a matter if:

- (a) the member has a direct or indirect financial or property interest in the matter;
- (b) the matter concerns a company or other organisation or group and the member is involved in its administration or financial affairs; or
- (c) the matter concerns a natural person and the member is related to, or involved in the affairs of, the person.

**35.4** A member of the Relevant Body does not have an interest in a matter by reason only that the matter concerns a sporting body (including any Club or District Association) of which he or she is a member or with which he or she is otherwise associated.

### **36. Appeals**

**36.1** Except as otherwise provided by these Rules, any Member, Club, player, selector, coach, team or any person wishing to appeal any decision, any disciplinary decision or ruling or Regulation made under these Rules or the By-Laws by the Board, or a Committee can appeal. The procedures for giving notice of appeal and other matters relevant to such appeal will be as set out in specific appeal By-Laws and procedures adopted by the Board and any appeal shall be dealt with in accordance with them.

### **37. Indemnity**

**37.1** The Members of the Board and any Committees and all other volunteers and servants of Wellington Golf shall be indemnified by Wellington Golf from and against all losses and expenses incurred by them in the discharge of their respective duties, except as a result of their own willful default or dishonesty, but for the avoidance of doubt this shall not entitle them to recover disbursements such as but not limited to travel costs to attend meetings, meals and other ancillary expenses unless so determined by the Board.

**38. Matters Not Provided For**

38.1 If any matter shall arise which, in the opinion of the Board, is not provided for in these Rules then it may be determined by the Board in such a manner as it deems fit, and every such determination shall be binding upon Members unless and until set aside by resolution of a General Meeting.

**39. Alterations to Rules**

39.1 These rules may be altered, added to or rescinded at any General Meeting of Wellington Golf carried by a majority of at least two thirds of the total votes cast.

39.2 No removal of or amendments to Rules 40.1 and 40.2 shall be made without notification to the Inland Revenue Department.

**40. Disposition of Property on Winding Up**

40.1 In the event of the winding up of Wellington Golf, if there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the surplus shall not be paid or distributed amongst the Clubs, but shall be given to some other association or body associated with golf, or failing any suitable association or body being available, some form of sport. The distribution shall be determined by a majority of the Clubs at the time of its dissolution. This rule may not be changed without notification to the Inland Revenue Department.

40.2 Payment shall be made only to an association or body whose rules prohibit the distribution of funds of the association or body amongst the members of that association or body.

**PART 9 – TRANSITIONAL PROVISIONS**

**41. Position until AGM in 2009**

41.1 The following Transitional provisions take precedence where there is any inconsistency between these provisions and the rest of the Rules.

41.2 Wellington Womens Golf Incorporated (WWGI) and Wellington Golf Association Incorporated (WGA) shall continue to operate as separate entities under their own Constitutions for women's golf in the District and men's golf in the District until such date as the following requirements have been satisfied:

- (a) The required resolutions to approve the amalgamation have been passed by WWGI and WGA: and
- (b) This new Constitution of Wellington Golf has been registered with the Registrar of Incorporated Societies.

41.3 Until the end of the AGM in 2009 the WGA President elected at the WGA annual meeting in March 2008 shall continue in office as Men's Vice President of this Association, and the Women's President elected at the WWGI annual meeting in March 2008 shall continue in office as Women's Vice-President and they shall jointly or as determined between them undertake the role of President until the end of AGM in 2009.

- 41.4 Each of WWGI and WGA must prior to the Wellington Golf AGM in March 2009 appoint two Directors to serve on the interim Board of Wellington Golf for the period from the date established under Rule 41.2 until the AGM in 2009. All the assets and liabilities of WWGI shall as at the date established under Rule 41.2 become assets and liabilities of Wellington Golf. The assets and liabilities of WGA shall from the date established under Rule 41.2 be assets and liabilities of Wellington Golf.
- 41.5 The Wairarapa District Golf Sub-Association (established under the previous Constitution of WGA) shall operate as a committee of the Board as the Wairarapa Golf Committee at least until the AGM in 2010. The duties and extent of operations shall be determined by the Board and in the absence of such determination shall be similar to the duties of the Match Committee except that they will be specific to the Wairarapa region. The finances and control of budgetary matters shall be determined by the Board in consultation with the Wairarapa Golf Committee. The Board will prior to the AGM in 2010 review the need for and the operation of the Wairarapa Golf Committee and will present its recommendations to Members to obtain feedback from Members before determining how it will proceed.

These Rules are signed by three members of Wellington Golf pursuant to section 21(2) of the Incorporated Societies Act.

**SIGNED** for and on behalf of  
**GOLF CLUB INCORPORATED**  
(by the affixing of its Common  
Seal in the presence of such  
signatories and otherwise as  
required in its rules)

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**SIGNED** for and on behalf of  
**XXXXXXX CLUB INCORPORATED**  
(by the affixing of its Common  
Seal in the presence of such  
signatories and otherwise as  
required in its rules)

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**SIGNED** for and on behalf of  
**XXXXXXXXX GOLF CLUB  
INCORPORATED**  
(by the affixing of its Common  
Seal in the presence of such  
signatories and otherwise as  
required in its rules)

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