



Constitution & Rules of the

Timaru Town and Country Club Inc.

& Highfield Golf Course

Revised Sep 2017



Revised 19th September 2017

**CONSTITUTION AND RULES OF
TIMARU TOWN & COUNTRY CLUB (INCORPORATED)**

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**CONSTITUTION AND RULES OF
THE TIMARU TOWN & COUNTRY CLUB (INCORPORATED)**

CONSTITUTION

1) TITLE

The Club shall be called Timaru Town & Country Club (Incorporated)

2) REGISTERED OFFICE

(a) The office of the Club shall be at number 99 Douglas Street Timaru or such other place as the Committee shall from time to time appoint.

(b) Notice of every change of the situation of the Registered Office shall be duly sent to the Registrar.

3) OBJECTS OF THE CLUB

The objects of the Club shall be:-

(a) To conduct, administer and maintain a Chartered Club for its members and for such persons as are authorised from time to time in accordance with the terms of any charter granted to the Club.

(b) To provide amenities and cultural activities and promote sports and generally to provide an atmosphere where the members may meet and enjoy companionship with others.

RULES

4) DEFINITIONS

1) Any question relating to the interpretation of rules of the Club or any matter not provided for in the rules shall be decided by the Committee.

2) Committee' shall mean the Executive Committee of the Club unless expressly stated otherwise

3) Member' shall be a person who has been accepted by the Committee as a member.

4) Officer' shall include the President, Vice President, General Manager, Manager on Duty and members of the Executive Committee.

5) ALTERATION TO RULES

a) No alteration or addition shall be made to the rules of the Club excepting at a general or special meeting of members, and no rule shall be annulled, amended or added to unless passed by resolution of a two thirds (66%) majority of those present and entitled to vote.

(b) Any member proposing an alteration to the rules shall hand the General Manager a copy of such intended alteration at least twenty one (21) days before the meeting of members and the General Manager shall post a copy of such intended alteration on the Club notice board for at least fourteen (14) days before the meeting of members.

MEMBERS

6) CLASSES OF MEMBERS

The Club shall consist of the following categories:-

Full Members, Life Members, Corporate / Associate Members and Junior Members.

7) **ADMISSION OF MEMBERS**

- a) Candidates for full membership must be at least the minimum legal age for drinking on licensed premises in force at the time of their application.
- b) New members shall be elected and admitted by the Committee unless an objection is lodged as hereafter provided.
- c) Each candidate for admission must be proposed by one member and seconded by another in their own handwriting by inscribing the full name, profession or occupation of the candidate on an approved nomination form.
 - C) (1) Lodge completed form to the office together with the nomination fee and the current years subscription.
 - C) (2) Upon receipt of the application the office shall issue a temporary membership card.
- d) The names of nominees, proposer and seconders, shall be posted in the Club rooms for a period of fourteen (14) days.
- e) Nominees shall be elected, declined or deferred membership from time to time by the Committee
- f) Candidates will be elected by a vote of the Committee provided that no candidate for admission shall be so elected to the membership, unless they obtain a 66% majority vote of members of the Committee present.
- g) If any financial member lodges a signed request with the General Manager, during the said period of fourteen (14) days, an objection to any nominee such objection shall be considered by the Committee and any ruling of the Committee shall be final.
- h) Should the application be declined, upon return of the temporary membership card a full refund of all monies will occur.
- i) Subject always to the previous provisions of the Clause 7.1(a) unless the Committee shall otherwise determine no person shall be eligible for membership who is :-
 - (1) A prohibited person under the Sale of Liquor Act 1989 and any amendments or under such other Acts as the Committee may from time to time decide.
 - (2) Or has been expelled from any similar Club or organization.
 - (3) Or has been convicted in a court of law for any criminal offence.
- j) Membership shall date from the date on which the candidate shall have been notified accordingly by the General Manager.
- k) In the event of the membership being declared closed there shall be established a waiting list of those seeking membership and any future members shall be elected from the waiting list in the order they appear on the list.
- l) Any member accepting membership shall be deemed to accept and to abide by all the rules and By-laws of the Club.
- m) The Committee shall not be bound to give any reason for refusing to accept any candidate for membership.

7.2 Qualification for membership will be one of the following

- (a) Ordinary members, must be a person of the age of majority
- (b) Life members, shall be members elected in accordance with the provisions of Rule 9 hereof
- (c) Junior member is any member who has not attained the legal drinking age.
- (d) Corporate / Associate Member and who are not otherwise members of the Club shall be deemed to be members of and subject to the rules of the Club with the following provisos:
 - 1) Entry to the Club premises is restricted to occasions when the Corporate Member is using the Club premises for an agreed purpose.
 - 2) They shall carry the agreed identification at all times whilst in the Club.
 - 3) Corporate members or Corporate Associates may not stand for any "Office" in the Club, nor may they have speaking or voting rights at Annual or Special General meeting.

8) MEMBERSHIP CARDS

- a) Upon renewal of his/her subscription, every ordinary or junior member or, in the case of Life Members upon election to Life Membership then, every Life Member shall be issued with a current Membership Card which he/she shall be required to carry on his/her person at any time of visiting of Club premises and shall be deemed to be the receipt for the subscription covering the period until the date indicated thereon as its expiry and also the invoice for renewal of subscription due immediately after the date of expiry. In accordance with the conditions of Rule 10(b) no further notice of subscription dues shall need to be given.
- b) Membership cards must be produced on the request of any Committee Member or Staff Member.
- c) Membership cards are not transferable.
- d) Any Club Officer has the authority to take custody of a Members card.

9) LIFE MEMBERS

- a) Life members shall not be liable to pay any subscription or levies.
- b) The Club in Annual General Meeting, upon the recommendation of the Committee or any financial members may grant Life Membership to any person for meritorious and/or outstanding services rendered to or on behalf of the Club
- c) Notice of intention for life membership shall be in writing and posted on the official notice board fourteen (14) days before the Annual General Meeting
- d) At any time Life Memberships shall not exceed twelve (12) in number
- e) The Patron shall similarly not be asked to pay an annual subscription

10) ORDINARY MEMBERS

- a) Ordinary Members shall pay an annual subscription subject to any variations thereof from time to time made in accordance with these rules.
- b) Membership subscriptions are due on the 1st August each year. The General Manager is to strike off from the membership register the names of members who have not paid their subscription on or before the 31st August each year. Should such members subsequently apply to rejoin the Club after being struck off the register, they will be required to pay the current subscription fee and a joining fee. Notwithstanding the above, a member may be reinstated and Joining fee (should this be in effect) waived at the General Manager's discretion.
- c) Notwithstanding anything contained to the contrary in any other rule or in clause (a) of this rule it shall be competent for any member to be granted leave of absence if away from the city or becoming incapacitated through accident, illness or distress. While such leave of absence is in force the member's subscription may be suspended and she/he shall not be considered unfinancial through non-payment of his/her subscription. Any member seeking such leave of absence must apply in writing to the General Manager within fourteen (14) days of her/his subscription becoming due. Nothing in this clause shall be deemed to make a member's attendance at the Club Premises compulsory.
- d) No member whose subscription is in arrears (whether he/she has been notified or not) shall be entitled to take part in any meeting or election, neither shall she/he hold any office in the Club or be entitled to nominate or second any other member for office in the Club.
- e) Service of notice in pursuance of clause (a) of this rule shall be deemed sufficient if such notice is posted on the Club Notice Board for fourteen (14) days.
- f) Any member wishing to resign from the club shall give fourteen (14) days notice, in writing, to the General Manager of such desire and of the date from which the same is desired to take effect but shall remain liable for all subscriptions owing to the date such resignation shall take effect.

- g) Any member accepting service either casual or permanent, as part of the Club staff may retain membership but shall forfeit all right to hold honorary office, or participate in Club business

11) JUNIOR MEMBERS

- a) A junior member, after acceptance of the committee, can be any person under the current legal drinking age, whom has written permission to be a member of the TT&CC and any TT&CC sporting section, from their parent or legal guardian as a current financial member of the TT&CC. A junior member may participate in any sporting tournament if the rules and regulations of the tournament allow him/her to compete. A junior will have no voting rights within any TT&CC election and must adhere to all current rules and regulations of the TT&CC, including all District agency Laws and bylaws governing the TT&CC.

11.1) TRANSFERS

Transfers from affiliated Club Members maybe accepted on completion of a Transfer form and in accordance with Rule 7.1(f)

12) SUBSCRIPTIONS AND LEVIES

- a) All subscriptions and levies shall be paid annually in advance to the General Manager and shall be due and payable on the first day in August each year.
- b) Members of any section may pay their subscription to the club via a corporate body and shall be deemed to be Full or Junior Members of the Club whichever is appropriate.
- c) There may be a Joining fee for new Members and the Annual Subscription.
- d) The Club in Annual Meeting or Special Meeting called for the purpose, may from time to time increase or reduce the nomination fee or annual subscription and set or impose levies from time to time for any specific purpose.
- e) All levies shall be due and payable by the 31st August each year, if not paid by that date they shall be deemed to be subscriptions in arrears, the provisions of clause 10 hereof relating to subscriptions in arrears shall apply.

13) AUTHORISED CUSTOMERS / VISITORS

Definition of Authorised Visitor / Customer

A financial Member of an Affiliated Club shall be an “Authorised Visitor”. Any visitor who is not a financial member of an affiliated Club and also not an Honorary Member of the Club shall be known as an “Authorised Customer”.

- a) The President, Vice President, Manager on Duty and General Manager shall have power on the conditions hereinafter appearing in this clause 13 to issue Authorised Customer tickets up-to a term of one month to any visitor.
- b) Any financial member (except a Junior Member) may introduce as visitors any friends, subject to the visitors signing their name and residential address in the Visitors’ Book. The Committee may, at their discretion, declare the Club closed to visitors on certain days. A member introducing any persons as visitors shall be responsible for the conduct of such visitors while on the Club premises.
- c) No person shall be introduced as a visitor:
 - (i) Who is a prohibited person under the Sale & Supply of Alcohol Act 2012 or any amendments
 - (ii) Who has been expelled from this or any other Club during the past twelve (12) months
 - (iii) Who has been refused membership for any reason during the past twelve (12) months – excepting through membership being closed

- (iv) Who, by reason of his/her age, is not permitted on licensed premises at the particular time by the provisions of the Sale & Supply of Alcohol Act 2012 or any amendments to the same
- (v) Who, in the sole opinion of the Manager on Duty or General Manager or President or Vice President, is an undesirable person to have in the Club's premises or is a person prohibited by any By-laws of the Club
- d) Any Authorised visitor from an affiliated Club must produce on demand their current membership card prior to the purchase of alcohol.
- e) No visitors to the Club shall be entitled to take part in any election or meeting of the Club. All visitors, whether members of an affiliated club or not, shall at all times be bound by and conform to the Rules and By-laws of the Club. Should any person habitually use the Club as a visitor the President, General Manager or two members of the Committee may request such person to discontinue her/his visits.
- f) No visitors other than those referred to in sub clause (e) shall be supplied with liquor on the Club's premises unless the visitors are present on the invitation of a member and in the company of a member and the liquor is supplied for consumption on the premises.
- g) No person be they a member of an affiliated Club or otherwise, shall become a regular or frequent visitor.
- h) A Visitors' Book shall at all times be maintained and every visitor and introducing member shall sign the Visitors' Book in the appropriate spaces provided in accordance with subclause (a) hereof shall be entered in the Visitors' Book and sign the book. The foregoing provisions shall extend to each visit in accordance with the provisions of subclause (d) hereof and every such visitor shall cause his qualification to visit to be entered in the Visitors' Book.
- i) Responsibility. Any Member who brings an Invited Visitor into Club premises is responsible to see that their Visitor is :
 - i. Suitably attired.
 - ii. Of orderly conduct.
 - iii. Introduced to other Members

MEETINGS

14) ANNUAL GENERAL MEETINGS

- a) The Annual General Meeting shall be held no later than the 31st October in each year. The business of the annual general meetings shall be to receive the Report and Financial Statement for the previous financial year and deal with general business.
- b) The Notice of any general meeting of members shall be posted on the Club Notice Board at least fourteen (14) clear days before such meeting.
- c) The order of business at the Annual General Meeting shall be:
 1. Minutes of previous meeting
 2. Business arising.
 3. Election Results.
 4. President Report.
 5. Manager's Report.
 6. Financial Accounts.
 7. Election of Auditor.
 8. Notice of Motion.
 9. Subscriptions – Recommendation from Executive.
 10. General Business.
- d) Any Member intending to move a resolution at an A.G.M. must give notice in writing and signed by the mover and seconder to the General Manager at least 21 days prior to the date

of the meeting and the General Manager shall post a copy on the notice board 14 days before the meeting.

- e) Any resolution proposed to be passed shall only be carried if it is supported by a majority of two thirds of those present and entitled to vote.
- f) At General Meetings fifteen (15) financial members shall form a quorum.
- g) Voting at General Meetings shall be on the voices or at the option of the Chairperson by a show of hands. Should six members demand a ballot, one shall be taken in such a manner as the Chairperson may direct.

15) SPECIAL GENERAL MEETINGS

- a) The President shall call a Special General Meeting of members within fourteen (14) days upon the written request of the majority of the Committee or upon the written request of at least fifty (50) financial members. The written request shall, once approved by the Executive Committee and the General Manager, state the purpose for which the meeting is being called shall be discussed. At any Special General Meeting no business other than that for which the meeting has been called shall be discussed. Notice of any Special General Meeting shall be posted on the Club Notice Board for at least fourteen (14) clear days before such meeting is to be held.
- b) All signatories to a request for a Special General Meeting must be present at the meeting requested or submit an apology in writing that is acceptable to the Chairman, otherwise the meeting shall not proceed.
- c) Any resolution proposed to be passed shall only be carried if it is supported a majority of two-thirds.

16) EXECUTIVE MEETINGS

- a) The Committee shall meet at least once a month. Six (6) members shall form a quorum. The General Manager shall be excluded in counting a quorum.
- b) The order of business at Committee meetings shall be :
 - (1) Minutes of Previous Meeting(s)
 - (2) Correspondence
 - (3) Nomination for Membership
 - (4) Passing of Accounts
 - (5) Reports of Committees
 - (6) General Manager's Report.
 - (7) President's Report.
 - (8) Notice(s) of Motion
 - (9) New Business

16).1 At all meetings the Chairperson shall have a right to a casting vote.

17) EXECUTIVE COMMITTEE

The management of the Club shall be vested in a Committee known herein as the Executive Committee consisting of the President, Vice President, and eight (8) Committee members.

18) SUB - COMMITTEES

Sub-committees may be set up, by the Executive Committee for various business as required. The Chairperson of each Sub-committee shall be approved by the Executive Committee, and shall be the convener of meetings of the Sub-committee and shall have power to co-opt other members of the Club as members of the Sub-committee. The President together with the General Manager shall be ex-officio members of all Committees

19) STANDING COMMITTEE

There shall be a Standing Committee to consist of the President or his/her nominee, the General Manager, and the Vice President who shall have the power to act on behalf of the Club in any emergency that may arise

20) POWERS AND DUTIES OF COMMITTEE

- a) The President shall, on receipt of a written requisition signed by not less than three (3) members of the Committee, call a special meeting of the Committee within three (3) days of receiving such requisition. At least forty eight (48) hours notice shall be given of the time fixed for any special meeting of the Committee. (A Notice on the Club Notice Board to be deemed sufficient notice)
- b) The Committee shall have power to suspend, expel or otherwise remove any member's name from the register of members upon proof that such member has been convicted in a Court of Law for any criminal offence or of any act of misconduct in or outside the Club which is liable to, in the opinion of the Committee, or does in fact, bring the Club or its members into disrepute or is of such a nature which would prevent the member becoming a member of the Club. Any member against whom such action is taken must be notified in writing at his/her last known address.
- c) The Committee may order an inventory of stock, together with furniture and fittings to be taken at any time upon giving notice to the General Manager.
- d) The Committee shall render the officers and staff every assistance to maintain order and to prevent any infringement of the Club rules or the law of New Zealand in their relation to the Club.
- e) The Committee shall at all times entertain any practical and useful suggestions from the members and officers, for the improvement of conditions, welfare or management of the Club. Any complaint made to the Committee must be in writing and signed.
- f) The committee must produce a six monthly unaudited financial report (to 31st December) for the members no later than the last day of February each year covering:
 1. Revenue
 2. Expenses
 3. Profit & Loss
- g) The Committee shall have authority to make, revoke or amend By-laws for the regulation and management of the Club. No By-laws shall be inconsistent with the registered rules of the Club or of the Incorporated Societies Act 1908 and amendments thereof of the licensing laws of New Zealand. Any By-law adopted by the Committee shall be posted on the Club Notice Board for at least twenty-eight (28) days
- h) The Committee shall take out adequate insurance cover against loss of Club moneys or funds, whether accidental or not. Such insurance cover to apply to all officers and staff who have charge or control of or access to Club moneys.
- i) The President or the Vice President or the General Manager or two (2) members of the Committee shall have power to suspend any member for misconduct, such suspension to be notified to the next meeting of the Committee which shall decide what action to take.
- j) The Committee may appoint a Patron.
- k) The Committee may appoint a Minute Secretary.

21) SUB-SECTIONS.

- a) In accordance with the objects of the Club, Members with kindred interests may apply to the Executive to form a Sub-Section of the Club, but will remain subject to the overall control of the Club Executive.
- b) All persons must be a financial member of the Club before being eligible to join a sub-section.

- c) Sub-Sections will duly elect officers and adopt a set of rules which must be approved by the Executive.
- d) The Section shall keep minutes of all meetings, a copy of those minutes is to be supplied to the Club Office.
- e) Sections shall have a June balance date and its affairs will be subject to audit by the Club's auditors.
- f) All Section funds shall be administered through the Club's Office and the Clubs bank accounts. Sections shall handle the finances of their Section and the authorising of accounts for payment.
- g) The Club retains the right of approval for:
 - Capital Expenditure
 - Investment of Funds
 - Distribution of any surplus cash
- h) Shall have all rule amendments approved by the Executive before having effect.
- i) Sub-Sections must comply fully with all Club rules.

22) OFFENCES AND PENALTIES.

Members, Authorised Customers and Authorised Visitors shall conduct themselves with decorum in the club and its precincts so that they cause no offence to others. Any person who commits an offence under these rules must leave when so directed by the Manager on Duty. Any Club Officer has the authority to take custody of a member's card which must be delivered to the General Manager as soon as practicable. Any incident report shall be completed prior to the Manager on Duty's completion of duty.

An offence is deemed to have been committed by anyone who –

- a) Has been convicted by a Court of Law of any criminal offence shall cease to be a Member of the Club at the discretion of the Executive. He/She shall under no circumstance be eligible to hold office or be a member of the Executive until at least (2) years have elapsed from the date of such conviction and then only at the discretion of the Executive in office at the time.
- b) Refuses to leave the Club when so directed by the Manager on Duty, General Manager, or Executive Member.
- c) Refuses to produce or surrender his Club membership card.
- d) Remains on Club premises after closing time, without specific authorisation of the Manager on Duty.
- e) Is abusive to other members, staff or visitors in the Club.
- f) Acts in the Club in a manner, which is likely to cause a breach of the peace.
- g) Creates a disturbance in the Club.
- h) Fights with or strikes anyone in the Club.
- i) Uses blasphemous, insulting or obscene language in the Club.
- j) Wilfully damages Club property.
- k) Uses illegal drugs on Club property.
- l) Steals from the Club or removes Club property unlawfully.
- m) Brings discredit upon the Club or endangers any license by word or action on or off the Club's premises.
- n) Procures liquor for a prohibited person or one who has been refused service by a staff member.
- o) Conducts raffles in the Club without sanction of the Raffle Convener / General Manager.
- p) Causes to be inserted in the newspapers, on television, radio, or electronic means any matter in connection with the Club without authorisation from the Executive.
- q) Brings a dog, other than a Seeing Eye dog, or any animal into the Club.

Any such offence shall be referred to the Executive who may report the matter to the Discipline Committee for their deliberation.

23) DISCIPLINE COMMITTEE.

- a) The discipline committee shall / should consist of five Members being the President, Vice President, the Club's General Manager and two co-opted members.
- b) Their duties will be to deliberate on complaints received relating to the infringement of Club rules by way of:
 - (1) a written complaint by a member to the General Manager.
 - (2) a report from the Executive relating to the infringement of Club rules.
 - (3) The Discipline Committee will have the power to suspend or expel any member for any length of time it thinks fit.
 - (4) The Discipline Committee shall elect their own Chairperson prior to any hearing.
 - (5) Four members shall form a quorum.

24) DISCIPLINE MEETING

- a) A Club or Staff Member wishing to charge a member with an offence or violation of the Club Rules, shall give the General Manager a written resume of the alleged violation within three (3) clear days of the alleged violation.
- b) On receipt of a written complaint, a disciplinary meeting of the Discipline Committee shall be called as soon as practicably possible to hear the complaint.
- c) The Complainant shall be advised in writing as to the time and place of the meeting and to bring any relevant witnesses to the meeting. The Accused shall be advised in writing the time and place of the meeting and the substance of the complaint including copies of the written complaint. Should the Accused be unco-operative in attending such meeting, the meeting shall take place in their absence.
- d) Conduct of meeting:
 - (1) The Chairperson will request the member's card.
 - (2) The Chairperson will advise the accused of the charge or charges brought against him and ask him to remain in the room to hear or question any witnesses.
 - (3) The Accused shall be given the opportunity to formally respond to the charges and make a brief statement as to the facts leading to the complaint.
 - (4) The Discipline Committee may call any witnesses to support the charge. Each witness shall give their evidence in the absence of all other witnesses.
 - (5) Each Witness shall;
 - I. State their evidence.
 - II. The Discipline Committee shall have the opportunity to question the witness.
 - III. The accused shall have the opportunity to question the witness.
 - IV. The Discipline Committee may question the witness in relation to any matters arising from the Accused questions.
 - V. The witness shall be dismissed.
 - (6) The Accused shall then be given the opportunity to call evidence and introduce any witnesses.
 - (7) Each witness shall:

- I. State their evidence.
 - II. The Accused shall have the opportunity to question the Witness.
 - III. The Discipline Committee shall have the opportunity to question the Witness.
 - IV. The Accused may then question the Witness in relation to any matters arising from the Discipline Committee's question.
 - V. The Witness shall be dismissed.
- (8) At the completion of the evidence, the accused shall be given the opportunity to make closing submissions.
- e) The Accused shall then be asked to leave the meeting for the Discipline Panel to consider their decision.
 - f) The Discipline Committee shall notify the Accused in person of such decision. This shall be confirmed in writing.
 - g) The General Manager shall file a report to the Executive stating:
 - I. The charge or charges against the Accused.
 - II. The names of any witnesses who have given evidence before the Discipline Committee.
 - III. The decision involving such suspension or any expulsion.

25) FORFEITURE OF OFFICE

The Committee shall deem forfeited the seat of any member who, without special leave being granted and recorded in the minutes:

- I. Absents himself/herself from three (3) consecutive meetings of the Committee.
- II. Is suspended by the Committee under the provisions of clause 21 hereof.

26) GENERAL MANAGER

The Committee shall appoint a General Manager, set the terms, conditions and responsibilities.

27) STAFF

- a) The Assistant Manager and other staff shall be employed by the General Manager subject to early consultation and approval of the President.
- b) Staff may apply for membership of the Club in accordance with Rule 7.1(f), the subscription shall be 50% of the Annual subscription, most rights and privileges shall apply, except being eligible to hold any elective office.
- c) No staff member shall discuss or criticise the Club management with the members within or outside the parameter of the Club.
- d) Each staff member shall attend a performance development review with the General Manager within each twelve months period

28) HOURS OF ADMISSION

The Club shall be open during hours to be decided by the Executive. The Standing Executive may extend such hours on special occasions

29) ELECTION OF OFFICERS

- a) All officers of the Club shall be elected by a vote of financial members
- b) The President shall be elected for a term of two years with a right to stand for re-election on the expiry of each term.
- c) The President and Vice President term shall expire in alternate years.
- d) The Vice president will be eligible to stand for the office of President at the time of elections for that position.
- e) The Executive Members shall be elected for a two year period, with the right to stand for re-election.
- f) In the interest of continuity, the terms of four Executive members shall expire in the alternate year to the other four Members.

- g) In the event of more than four Committee Members being required, the four highest polling candidates shall be elected for a two year term. The remaining required candidates shall serve a one year term with the right to stand for re-election.
- h) All candidates for office, except that of the General Manager, must be nominated in writing by 8.00pm on the day set aside for the closing of nominations. All nominations shall close no later than fourteen (14) days prior to the date of election.
- i) All nominations for office must be signed by the proposer, seconder and nominee. Any candidate wishing to withdraw his/her nomination must notify the General Manager, in writing, within forty-eight (48) hours after the closing time of the nominations. Details of withdrawn nominations shall be posted on the Club's Notice Board, together with a list of the candidates for election

30) CONDUCT OF ELECTION

- a) The Executive shall appoint a Returning Officer who shall be responsible for the proper conduct of an election. The General Manager shall act as Deputy Returning Officer for all elections and shall be the person responsible for the taking of absentee votes. She/he shall also make all necessary arrangements regarding ballot papers and any other matters needed to ensure the proper conduct of the elections.
- b) All contested elections shall be held by a properly constituted ballot system. In the event of a tie, after duly complying with such ballot system, the Returning Officer shall draw by lot – in the presence of the candidates in question – to determine the duly elected candidate.
- c) Returning Officer for the counting of votes shall be appointed by the Executive prior to the election. The Scrutineer shall be appointed by the General Manager. The voting shall be counted as soon as the election is closed and the result notified immediately to the members.
- d) The ballot papers shall be kept in a safe place by the General Manager for at least twenty-eight (28) days. Any candidate shall have the right to request a recount of the votes. The candidate, requesting such recount, shall have the right to be present at such recount but shall take not part in same. Application for a recount of votes must be made in writing within fourteen (14) days of the election.

31) ABSENTEE VOTES

Any financial member, who finding herself/himself unable to attend to cast his/her vote on Election Day, may on application to the General Manager make a declaration stating why she/he is unable to cast his/her vote on Election Day. The General Manager may, then issue the necessary ballot paper to the member who shall then cast her/his vote in the usual manner.

32) QUALIFICATIONS FOR OFFICE

- a) Candidates for office shall be financial members of the Club for a period of not less than twenty four (24) months.
- b) Any member of the Club who has been suspended for misconduct shall not be eligible to contest any election or hold any office until after twenty four (24) months from the expiry date of such suspension.
- c) Candidates for President and Vice President shall have served in office on a previous executive for not less than twenty four (24) months within the previous five years membership

33) TERM OF OFFICE

- a) The President, Vice President and Executive members shall hold office for twenty four (24) months. The elected candidates shall assume office at the first Executive meeting following the Annual General Meeting each year and shall retire from office at the Annual General Meeting at the end of the twenty four (24) month period.
- b) Expenses for the President and Vice President shall from time to time be fixed and approved by the Executive Committee

34) EXTRAORDINARY VACANCIES

- a) Where a vacancy occurs in the office of President the Vice President shall automatically fill such vacancy. Where a vacancy occurs in the office of Vice President the Committee shall appoint one of their members. The period for a person filling such vacancies shall be until the expiration of the present term.
- b) Should any vacancy occur in the Executive the unsuccessful candidate for the office of Executive, who polled the highest number of votes at the election previous to the vacancy occurring, may be invited to fill such vacancy. The member so appointed shall retire at the time their predecessor should have retired had they continued in office. In the event of a vacancy occurring from deficiency of nomination, death, resignation or otherwise, the committee may appoint a member to fill such a vacancy. The member so appointed shall retire at the time their predecessor would have retired had they continued in office. Except, when such a vacancy occurs within three (3) months of the next annual elections, the Executive shall have power to elect a substitute person.
- c) In the event of the position of auditor becoming vacant during the year the Executive shall have power to fill the vacancy

FINANCIAL YEAR

35) FINANCIAL YEAR

The Club's financial year will henceforth run from the 1st July each year until 30th June in the following year.

36) SUBSCRIPTION YEAR

The subscription payable by Club members shall be for the financial year in which they are payable and shall be set at the Club's Annual General Meeting prior to the expiry of the previous financial year

37) INVESTMENT OF FUNDS

Such funds as may not be required for working expenses, interest on mortgages, debentures or building and amenities fund may, with the consent of the Executive or a General Meeting of members, be invested in the name of the Club :

- a) Funds of the Club shall be paid into such Bank or Building Society as may from time to time be determined by the Executive and all operations thereon shall be signed by the President and General Manager or other such persons as may from time to time be appointed by the Committee.
- b) In any debentures, bonds or treasury bills issued by or on behalf or guaranteed by the Government of New Zealand under authority of any Act.
- c) In any security for the time being authorised for the investment of trust moneys under the Trustee Act 1956 or any amendments to the same from time to time in force in New Zealand (excluding shares in any Company)
- d) In freehold or leasehold land subject to clause 39 hereof

38) FINANCIAL GRANTS

The Executive shall have the power to provide financial grants to :

- (i) Any Sports Section within the Club
- (ii) Any worthy charity
- (iii) Any other organisation the Executive may decide

39) BORROWING MONEY

- a) The Club may borrow money upon the security of its freehold or leasehold property or other assets either privately or on bank overdraft or otherwise as the Executive may from time to time consider expedient and for that purpose the Executive may give and execute all securities over the whole or any part of the Clubs assets for the purpose of securing any such advance as aforesaid and the Club may borrow money with or without paying securities therefore and any moneys so borrowed may be on such terms and conditions as to repayment or otherwise as the Executive may decide.
- b) Any mortgage debenture charge instrument or other security over the property of the Club shall be executed under the Seal of the Club

40) PURCHASE OF LANDS AND BUILDINGS

The Club, on a decision of a general meeting of members, may sell, purchase, lease or otherwise acquire any land or buildings or erect and alter any buildings in the name of the Club and may sell, lease, mortgage or erect buildings thereon with authority to alter or demolish and to rebuild same. No purchaser, assignee, mortgagee or tenant shall be bound to enquire as to the authority of any sale of lease or mortgage by the Club and the receipt of the Club shall be a discharge for all moneys arising from or in connection with any sale, lease or mortgage

41) BANK

- a) Banking accounts for Sections shall be opened in the Club's name in such registered banks as the Executive shall from time to time determine. Cheques shall be signed by not less than two (2) persons as the Executive shall from time to time determine – one of whom must be President or the chairman of the Finance subcommittee or the General Manager, or Assistant Manager or Office Administrator.
- b) At the discretion of the Executive of the Club, a section of the Club that is an incorporated society may operate its own external bank accounts. If such approval is given by the Executive then that section would be completely responsible for its own finances and liabilities.

42) AUDITOR

An Auditor, who shall be a qualified practising Chartered Accountant, shall be appointed at the Annual General meeting of members. He/she shall audit the books and necessary papers at least once a year. No officer of the Club shall be eligible for the position of Auditor.

43) PECUNIARY INTEREST

A member of the Club, or of any Executive thereof, shall not vote or take part in the discussion of any matter before the meeting of committee in which he/she has, directly or indirectly, any pecuniary interest apart from any interest in common with the members; providing that this rule does not apply to any of the following matters:

- (a) Any payment to or for the benefit of a member where it is legally payable and the amount or the rate of payment has already been fixed. or
- (b) Any contract of insurance insuring members against personal accident. or
- (c) Any election or appointment of a member of the Club to any office notwithstanding that any remuneration or allowance is or may be in respect of the office

44) PRIVACY ACT

Subject to the provisions of the privacy act and any other statute or regulation, the Club will collect personnel information as it may require for Human Resource/Personnel Management and Employment related purposes directly from the individual concerned.

45) PRIVACY OFFICER.

It shall be the responsibility of the Executive to ensure a Privacy Officer is officially nominated whose responsibility shall include –

- (a) The encouragement of compliance by the Club, with the information Privacy Principals. Also perform official audits to check compliance with the act.
- (b) Deal with request made to the Club pursuant to this act.
- (c) Otherwise ensuring compliance by the Club with all the provisions of the Privacy Act.
- (d) Compliance audits for accuracy and security of personal records held by the Club.

GENERAL

46) INVESTIGATION OF AFFAIRS

It shall be the right of not less than fifty (50) financial members to apply to the appropriate authority for:

- (1) The appointment of one or more inspectors to examine into the affairs of the Club and report thereon or
- (2) The calling of a Special General Meeting of the members of the Club or
- (3) An investigation into the affairs of the Club with a view to the dissolution thereof

47) INSPECTION OF BOOKS

- a) The Books of the Club may be inspected “in the presence of the General Manager” by any member of the Club once agreed by the Executive and on giving three (3) days written notice to the General Manager. A summary of the Executive Minutes shall be displayed within ten (10) days of said meetings.
- b) No copies of Extracts from the Club’s records may be taken without the express permission of the Executive passed by resolution

48) COMMON SEAL

The Club shall have a Common Seal which shall be kept in the custody of the General Manager and shall only be affixed to documents at a Meeting of the Executive or in pursuance of a resolution of the Executive. The affixing of such seal shall be attested by at least two members of the Executive.

49) DISSOLUTION OF THE CLUB

- a) The Club may be wound up voluntarily if the Club at a General Meeting of Members passes a resolution requiring the Club to be wound up and that resolution is confirmed at a subsequent General Meeting called for the purpose thereof and not earlier than 30 days and not later than 3 months after the date on which the Resolution to be confirmed was passed.
- b) In the event of the winding up of the Club whether voluntary or otherwise, the surplus assets after payment of the Club liabilities and the cost of winding up shall be distributed as the Executive may decide to charitable organisations or Institutions within New Zealand ensuring that there is no opportunity for assets or funds to be shared amongst the membership. No amendment of the General Rules of the Club shall have the power under this Constitution to amend any rule so as to effect the intent of this clause to allow distribution of any Club funds to membership.

50) CLAIMS TO PROPERTY

No expelled, retired or forfeiting member shall have any claim upon the Executive of the Club, either individually or collectively to any funds or property of the Club

51) INTERPRETATION

The headings for each clause are inserted for reference sake only and are not to be taken as limiting or governing the interpretation of each clause solely by reason of the presence in these Rules or By-laws or Standing Orders

52) CONDUCT OF MEMBERS

For the code of conduct refer to the Bylaws attached.

53) CHANGE OF ADDRESS

Every Member shall from time to time communicate their address to the General Manager who shall insert the same in the register of Members. Each member has the responsibility to acquaint the Secretary Manager of their current or change of address

54) RESIGNATION OF MEMBERS

A Member may resign from the Club by forwarding their resignation in writing to the General Manager. Such Member shall have no claim against the property of the Club but shall remain liable for all subscription fines or other dues owing up to the date of the resignation.