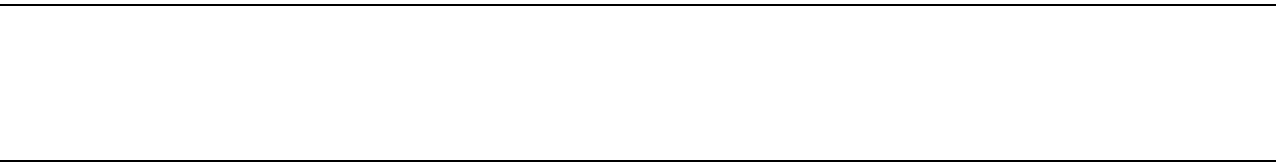


**RULES OF THE PLEASANT POINT GOLF CLUB
(INCORPORATED)**



RULES OF THE PLEASANT POINT GOLF CLUB (INCORPORATED)

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1. **Name**

1.1 The name of the Club is the Pleasant Point Golf Club (Incorporated) ("the Club").

2. **Objects**

2.1 The primary objects of the Club are to:

- a) promote the game of golf;
- b) provide a golf course for members and anything incidental thereto;
- c) provide other or associated sporting and recreational facilities;
- d) provide a clubhouse for members and to enable them all the privileges, services and facilities associated therewith;
- e) join or affiliate with or subscribe to such other associations or bodies constituted for the purpose of promoting golf or any associated pastime or sport;
- f) represent and promote the interests of members of the Club; and
- g) do any act or thing incidental or conducive to the attainment of any of the above objects.

2.2 Without detracting from the primary objects, the secondary objects of the Club are to:

- a) Establish codes of behaviour applicable to members.
- b) Make regulations or bylaws to advance the attainment of any of the above objects.

3. **Powers**

3.1 In addition to its statutory powers, the Club may:

- a) Use such of its funds to pay the costs and expenses of furthering or carrying out its objects, and for that purpose may employ such people as may seem expedient,
- b) Invest in any investment in which a trustee might invest.
- c) Acquire from time to time by purchase, lease or otherwise any landed property or estate or any interest therein and any buildings of any description at Pleasant Point or elsewhere and any rights connected with any such property that may be considered necessary or desirable in the interests of the Club.
- d) Construct, erect, alter, purchase and acquire grounds for playing of any game or for recreation, any hall, building or library and any other amenity, which may be considered necessary or convenient in the interests of the Club.
- e) Purchase, acquire and maintain furniture, furnishings, books, newspapers, periodicals and magazines, musical instruments, sports equipment, games and any other chattels that may be necessary or convenient for the purpose of the Club.
- f) Sell, lease, dispose of or exchange all or any of the property of the Club.

- g) Let and lease any hall or building for public or private meetings or sporting purposes, or for any other occasion or purpose that the Committee may approve upon such terms as to rental and other conditions as the Committee may determine.
- h) Borrow and raise money either by way of mortgage of the Club's property or by bonds or debentures payable to bearer charged on all or any of the Club's assets or otherwise or by chattel security or by way of Bank overdraft and for this purpose to mortgage, pledge or charge all or any of the property of the Club, and
- i) Obtain such licences, rights or permits as may from time to time be necessary or in the opinion of members desirable for the promotion of the social enjoyment of members, their guests or visitors to the club.

3.2 Notwithstanding any other provision, the Club shall not expend any money:

- a) Other than to further purposes recognised by law, nor
- b) For the sole personal or individual benefit of any Member.

4. Transactions with Members

4.1 Any transactions between the Club and any Member, officer or member of the Committee, or any associated persons shall be at arms' length and in accordance with prevailing commercial terms on which the Club would deal with third parties not associated with the Club, and any payments made in respect of such transactions shall be limited to:

- a) A fair and reasonable reward for services performed,
- b) Reimbursement of expenses properly incurred,
- c) Usual professional, business or trade charges, and
- d) Interest at no more than current commercial rates.

5. Membership

5.1 The Club shall consist of all those persons who are members of the Pleasant Point Golf Club at the date of the adoption of this constitution and those who may from time to time be accepted as members in accordance with the provisions hereinafter contained.

5.2 Members shall be divided into the following classes:

- a) FULL MEMBERS who shall have full playing privileges, be eligible to stand for committee and have voting rights at an Annual or Special Meeting of the Club.
- b) ASSOCIATE MEMBERS who shall be full playing members of a duly constituted Golf Club affiliated to the New Zealand Golf Association (Incorporated). Such members shall be eligible to take part in Club competitions but are not eligible to participate in Club Championships, to win trophies or be selected to represent the Club. Such members shall not be entitled to vote at an Annual or Special Meeting of the Club but may attend Club functions.

- c) LIMITED MEMBERS shall be entitled to play casual rounds of golf but not play in any Club competitions. Such members shall not be entitled to vote at an Annual or Special Meeting of the Club.
 - d) NINE-HOLE MEMBERS shall be eligible to play in any 9-hole competition and mixed trophy days and shall be eligible to stand for committee and have voting rights at an Annual or Special Meeting of the Club.
 - e) LIFE MEMBERS - the Club on the recommendation of the Committee may at an Annual General Meeting elect any member a life member for services rendered to the Club. Any such life member shall not be liable to pay any subscription and shall be entitled to all rights and privileges of the Club and shall be entitled to vote at an Annual or Special Meeting of the Club.
 - f) YOUNG PERSON MEMBERS - a young person member shall be a young person who has not attained the age of 25 years on the 28th day of February in the current season. A Young Person member shall not be eligible for play in Club competitions without the sanction of the Match Committee. A Young Person member on attaining the age of 25 who wishes to become a full member will pay a reduced subscription for the first year as fixed by the Committee from time to time. Such members shall not be entitled to vote at an Annual or Special Meeting of the Club
 - g) HONORARY MEMBERS - the committee in recognition of services rendered to the Club from time to time during any financial year elect any person to be an Honorary Member who shall be entitled during the term of such election to all rights and privileges of the Club without payment of subscription and shall be entitled to vote at an Annual or Special Meeting of the Club.
 - h) SOCIAL MEMBERS - past financial members and other approved persons may continue their association with the Club through this membership, which entitles them social privileges of the Club. These members pay green fees if they wish to play a round of golf. Such members shall not be entitled to vote at an Annual or Special Meeting of the Club.
 - i) SUMMER MEMBERS shall be for the period from 1st November to 29th February and they shall have full playing rights during this period. Such members shall not be entitled to vote at an Annual or Special Meeting of the Club.
 - j) AUXILIARY MEMBERS: Shall be members who reside outside the Aorangi South Canterbury Golf Associations region. Such members shall be eligible to take part in Club competitions but are not eligible to participate in Club Championships, to win trophies or be selected to represent the Club. Such members shall not be entitled to vote at an Annual or Special Meeting of the Club but may attend Club Functions.
- 5.3 All members shall promote the interests and objects of the Club and shall do nothing to bring the Club into disrepute.
- 5.4 Copies of this constitution shall be provided (at cost) to any Member on request.
- 5.5 Visitors who are friends of members may, at the discretion of the committee, play in any of the Club's Competitions and Trophies.

6. Admission of Members

- 6.1 New members shall be admitted to the Club upon acceptance by a simple majority of the committee but no such person shall be accepted without completion of the Club's application form presented to the committee signed by the applicant. The committee shall not be bound to accept any application for membership but shall have discretion whether or not to accept a membership application.
- 6.2 A Member on application in writing may transfer with the committee's consent to any other Class of Membership.

7. Subscriptions and Entrance Fee

- 7.1 The annual subscription shall be fixed at the Annual General Meeting of the Club in each year and shall be payable on or before the 20th February in each year. Provision may be made for reducing the subscription if it is paid on or before the 20th February in each year. Provision may also be made for increasing the subscription if it is not paid by the 20th February in each year. A different subscription may be charged for each class of member.
- 7.2 Any member failing to pay the annual subscription by the 20th February in each year or failing to pay the instalments of their bi-monthly payments shall be ineligible to play in the Club competitions and shall not be entitled to vote at any meetings of the Club or of its Committee or sub committees until such subscription shall have been paid. The Committee shall have power at their discretion to remove the name of such member from the roll of the Club.
- 7.3 Subscriptions of new members shall be payable on receiving notice of acceptance and if not paid within the period of one month then appointment may at the option of the Committee be declared void.
- 7.4 Any member whose name for any reason has been removed from the roll may again be accepted as a member.
- 7.5 Members may have the option of paying their annual subscription in four instalments, bi-monthly (20 Feb, 20 April, 20 June, 20 August) or such other system as the committee may from time to time decide in the financial year that the subscription covers. All payments to be made by bank transfer to the club's bank account. Full details of name, invoice number etc. to be supplied.
- 7.6 The Club may by resolution passed at a duly constituted Annual General or General Meeting of the Club resolve to impose an entrance fee on all members joining the Club after the date of such meeting. The amount of such entrance fee shall be determined by such resolution and may be varied from time to time in like manner.

8. Cessation of Membership

- 8.1 Any member may resign from that member's class of membership by written notice to the Secretary, and each such resignation shall take effect from the end of the Club's then current financial year, but the member resigning shall remain liable to pay all subscriptions, levies and any other fees to the end of that year, and shall cease to hold himself or herself out as a member of the Club, and shall forfeit all right to or claim upon the Club or its property.

- 8.2 The Committee may declare that a member is no longer a member (from the date of that declaration or such date as may be specified) if that member ceases to be qualified to be a member or is convicted of any indictable offence or offence for which a convicted person may be imprisoned, is adjudged bankrupt or makes a composition with creditors.
- 8.3 Any complaint about any member, whether from another member or any other person, shall be lodged in writing with the Secretary, and the procedures set out below shall be observed:
- a) The Committee shall have the following discretions:
- i. If the nature of the complaint indicates that the subject matter should be dealt with by any Court or tribunal, the Committee may decline to investigate or deal with the complaint until any such body has dealt with the issues which are the subject of the complaint. If the decision of any such body:
 - Effectively disposes of the complaint, the Committee may decide to take no further action, or may on the basis of that decision without further investigation take such action as it deems appropriate, with or without calling on the complainant or member to provide further information or to make submissions, or
 - Does not effectively dispose of the complaint, the Committee may decide to undertake such further investigations as it thinks fit, and then follow the procedures set out in paragraph (b)(iv) to (viii) of this rule.
 - ii. The Committee may decline to investigate or consider the complaint if the nature of the complaint indicates that the subject matter is petty, frivolous, or inconsequential.
 - iii. The Committee may decline to investigate or consider the complaint if, during enquiries being made by or on behalf of the Committee, it becomes apparent to the Committee that it is not appropriate further to investigate or consider the complaint.
 - iv. If the investigation or consideration of the complaint are likely to require extensive enquiries, a considerable time input, or advice to the Committee from professional advisers, the Committee may at any time:
 - Decline further to investigate or consider the complaint, or
 - Require the complainant to deposit with the Club such sum as the Committee thinks fit to reimburse the Club wholly or partly for the costs of those making the enquiries or considering the complaint and/or the Club's professional adviser's fees before further investigating or considering the complaint.
- b) The following procedures shall be observed when a complaint is investigated and considered
- i. The member shall be given a copy of the complaint.

- ii. The member shall have the opportunity to provide a detailed written response to the complaint within not less than two weeks after receiving a copy of the complaint or such further time as may be allowed by the Committee or any special committee established by it for the purpose of hearing and deciding upon the complaint,
 - iii. Further enquiries may be made by or on behalf of the Committee or any such special committee, and the results of those enquiries shall be made known to the complainant and the member,
 - iv. The Committee or any such special committee shall allow the complainant and the member the opportunity to be heard by the Committee or any such special committee (and no person who has any direct or indirect interest in the complaint or who is in any way biased shall hear and determine the complaint),
 - v. The Committee or any such special committee may:
 - Dismiss the complaint, or
 - Uphold the complaint and do one or more of the following:
 - Reprimand or admonish the member,
 - Suspend the member from membership for a specified period,
 - Alter the membership classification of the member,
 - Impose a fine on the member, or
 - Expel the member.
 - vi. The Committee or any such special committee shall respect the confidentiality of the proceedings, and
 - vii. The decision and any reasons which may be given (without any obligation to give such reasons) for that decision shall be conveyed to the complainant and the member in writing, and may at the discretion of the Committee or any such special committee be conveyed to members.
- c) The decisions of the Committee or any special committee hearing and deciding upon any complaint under this Rule shall be final and binding on the complainant and the member complained against, and shall not be subject to any review or challenge.
- 8.4 A member whose membership is terminated under these Rules shall remain liable to pay all subscriptions and levies to the end of the Club's financial year in which the membership was terminated and shall cease to hold himself or herself out as a member of the Club.
- 9. Re-admission of Former Members**
- 9.1 Any former member may apply for re-acceptance as a member in the manner prescribed for new applicants, and may only be re-accepted by decision of the Committee.

10. **Officers and Management of the Club**

- 10.1 The management of the Club shall be vested in a Committee who shall be elected annually from members with full rights and privileges at the Annual General Meeting and shall thereafter be eligible for re-election. Such Committee shall consist of the President, the Immediate Past President, one Vice-President, the Secretary, the Treasurer, the Men's Captain, the Men's Vice-Captain, the Course Convenor, the House and Bar Convenor, the Social Sub-Committee Chairperson, the Women's Sub-Committee Chairperson, the Women's Captain, the Women's Vice-Captain, and seven other members.
- 10.2 The Women's Sub-Committee shall be a sub-committee of the Club and shall consist of a Sub-Committee Chairperson, Women's Secretary, Women's Captain and Women's Vice Captain and four other women members of the Club. This sub-committee shall be elected at the Club's Annual General Meeting and the Women so elected to the offices of Women's Sub-Committee Chairperson, Women's Vice-Captain, and Women's Captain, shall by virtue of such election be members of the Committee of the Club.
- 10.3 The Social Sub-Committee shall be a sub-committee of the Club and which will be comprised of a maximum of seven members and shall be elected at the Annual General Meeting; the Chairperson of this Sub-Committee shall be elected from and by the members of the Social Sub-Committee. The Chairperson so elected shall by virtue of such election be a member of the Committee of the Club.
- 10.4 Ten members shall form a quorum of any Committee meeting. The Chairperson shall have a deliberative as well as a casting vote. A majority of the Sub-Committee members shall form a quorum of any Sub-Committee meeting.
- 10.5 The President of the Club shall be Chairperson of the Committee and of any General Meeting of the Club. He or she shall also be an ex officio member of all sub-committees provided that in the absence of the President, the Vice President may so act in his/her stead.
- 10.6 If a vacancy in the position of President, Vice President, Secretary, Treasurer or Secretary/Treasurer or other Club officer occurs between Annual General Meetings that vacancy may be filled by the Committee.
- 10.7 The Secretary and the Treasurer may be paid such honorarium or remuneration as the Committee may determine from time to time.

11. **Duties of Officers**

- 11.1 The Club Secretary shall conduct the correspondence on all matters connected with the general administration of the Club, shall have custody of all documents of the Club and shall convene meetings of the Committee and keep Minutes of all Committee and General Meetings. The Secretary shall in conjunction with the Match Committee draw up and publish arrangements for the men's competitions, championships, mixed competitions, inter-club matches and tournaments.
- 11.2 The Women's Secretary shall conduct the correspondence and be responsible for arrangements in connection with Women's competitions, Women's inter-club matches and tournaments and all matters specifically pertaining to Pleasant Point Women's Golf.

- 11.3 The Treasurer shall receive all moneys of the Club and pay the same into such bank or other current account as the Committee shall from time to time appoint and shall also keep all accounts of the Club and prepare a balance sheet and statement of receipts and expenditure to be submitted to the Committee for examination in the month prior to the Annual General Meeting. All payments shall be authorised by any two of those persons for the time being appointed by the Committee for such purpose.
- 11.4 The Men's Captain shall be responsible for the making of the Men's draw for each playing Saturday and for the direction of the starting of play, and shall be responsible for the collection and for publishing of results. The Men's Captain shall select Men's teams to play other Clubs and where necessary shall arrange transport.
- 11.5 The Women's Captain shall be responsible for the making of the Women's draw for each playing Wednesday and for the direction of the starting of play, and shall be responsible for the collection and for publishing of results. The Women's Captain shall select Women's teams to play other Clubs and where necessary shall arrange transport.
- 11.6 The Course Convenor shall act on the Committee's behalf in supervising the work of the Greenkeeper employed by the Club to maintain the course. The Course Convenor shall be responsible for ensuring the maintenance of the Club's outside plant and shall recommend to the Committee improvements to the course. The Course Convenor shall have direction of working bees called for any specific task and he/her or his/her delegate shall decide whether the course is fit to play.
- 11.7 The Office of Club Secretary and of Treasurer may be held by the same person.
- 11.8 The position of Immediate Past President shall be for the year following the termination of his/her term as President.

12. Power of the Committee

- 12.1 The Committee shall have the management and general control of all matters connected with the Club and shall have the power to appoint sub-committees for any specified purpose they may deem necessary provided always that no decision shall be made by the Committee to:
- sell any land;
 - raise any loan of an amount greater than \$100,000.00;
 - make any purchase of an amount greater than \$100,000.00;
- without the approval of a Special General Meeting called for that purpose.
- 12.2 From time to time to consider and recommend to the Club the creation, alterations and rescission of regulations and by-laws of the Club not repugnant to or inconsistent with these Rules or the Incorporated Societies Act for the management and regulation of the property of the Club and for the general comfort and accommodation of the members but such creation, alteration or rescission may be done only by resolution in General Meeting of the Club.

- 12.3 Subject to the provisions of Rule 12.1 hereof to purchase or acquire for the Club any real or personal property or any rights or privilege which the Club shall decide to purchase or acquire at such a price and generally upon such terms and conditions as they think fit.
- 12.4 Subject to the provisions of Rule 12.1 hereof from time to time to raise or borrow such sum or sums of money as they think necessary or expedient upon any mortgage of any part of the real or personal property of the Club or upon debentures or mortgage debentures of the Club or otherwise and to issue such debentures or mortgage debentures charging the whole or any part of the assets of the Club or to borrow from its bankers or other persons with or without security.
- 12.5 To invest surplus funds and reserves of the Club in security from time to time authorised by law for the investment of trust funds.
- 12.6 To enter into all such negotiations, contracts and agreements in the name and on behalf of the Club as they may consider expedient for the purpose of the Club including but not limited to the employment of such people as may seem expedient on such terms and conditions as they see fit.
- 12.7 The Committee from time to time may make and amend regulations, bylaws and policies for the conduct and control of Club activities, but no such regulations, bylaws and policies shall be inconsistent with these Rules.
- 12.8 Subject to statute, these Rules and the resolutions of General Meetings, the decisions of the Committee on the interpretation of these Rules and all matters dealt with by it in accordance with these Rules and on matters not provided for in these Rules shall be final and binding on all members.
- 12.9 Any committee person failing to attend three consecutive Committee Meetings (unless notice of his or her inability to attend shall be previously given to the Secretary and leave of absence granted) shall be deemed to have resigned.
- 12.10 The Committee shall have the power from time to time to fill any casual vacancy in the Committee and the person so appointed:
- will be the next highest polling nominee (if any) at the past AGM;
 - if there are no nominees available then the Committee may fill a vacancy by appointment;
 - shall hold office until the succeeding Annual General Meeting.
- 12.11 The Committee shall have the power to delegate such of its powers as may be deemed expedient to a Sub-Committee or Sub-Committees comprised of members of the Management Committee and any member(s) of the Club which the Management Committee consider are specially qualified for the duties to be delegated. Every Sub-Committee shall be sub-ordinate to the Management Committee and shall retire (if its duties have not been previously determined) at the next succeeding Annual General Meeting.

13. Auditor

- 13.1 The Club may, at an Annual General Meeting, decide to appoint an Auditor for the coming year and if such an Auditor is appointed, the Auditor shall not be a member of the committee and shall remain in office until the next Annual General Meeting, unless removed by death, resignation or otherwise, in which case the vacancy shall be filled by the committee. The Accounts of the Club should be reviewed by the Auditor annually and a Certificate of Correctness shall be given by the Auditor before they are submitted to the Annual General Meeting. The Auditor, may, at any time, call for the production of any papers, receipts or documents related to the financial affairs of the Club.

14. Patron

- 14.1 The Club may at the Annual General Meeting elect one person to be the Patron of the Club for the ensuing year.

15. Common Seal

- 15.1 The Common Seal of the Club shall be under the control of the Secretary and shall not be affixed to any document except in pursuance of a resolution of the Committee of Management or Annual or Special General Meeting and in the presence of the President, Secretary and one member of the Committee of Management.

16. Income and Property

- 16.1 The income and property of the Club from whatever source shall be applied solely towards the promotion of the objects of the Club and no part of the funds shall be paid directly or indirectly by way of dividend or bonus to any member of the Club.

No member of the organisation or any person associated with a member, shall participate in or materially influence any decision made by the organisation, in respect of the payment to or on behalf of that member or associated person of any income, benefit, or advantage whatsoever.

Any such income shall be reasonable and relative to that which would be paid in an arm's length transaction (being open market value). And the provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

17. Operational Criteria of Sub-Committees of the Club

- 17.1 The Sub-Committees may undertake projects/activities either on their own initiative or at the request of and with the co-operation of the Management Committee.
- 17.2 All moneys collected on golf days must be separately identified as entry fees and raffles for accounting purposes.
- 17.3 All purchases are to be charged to the Pleasant Point Golf Club Incorporated in the usual manner with the Treasurer making payment in accordance with established practices.

17.4 The Committee may over-ride any sub-committee's recommendation if:

- The recommendation is in breach of the Club's "Rules"; or
- The recommendation is clearly against the wishes of the Club membership expressed as a resolution in annual or special general meeting; or
- The Committee vote on the recommendation at a Committee Meeting held in accordance with these Rules and a majority of the Committee do not vote in favour of the recommendation.

17.5 The sub-committees are required to submit a monthly report at the Committee meeting.

17.6 Any proposed alteration to the Operational Criteria can only be made in agreement with the sub-committee affected and the Committee.

18. **General meetings**

18.1 The Annual General Meeting of the Club shall be held in each year at such time and place the Committee may determine for the purpose of electing officers and members of the Committee and of transacting such other business as shall have been specified in the notice convening the meeting and which notice shall not fewer than seven days prior to the date fixed for the holding thereof be posted in the Clubhouse and a copy thereof shall not later than the period aforesaid be advertised at least once in a newspaper circulating in South Canterbury. At such meeting the President's Report, the Balance Sheet and Statement of Accounts for the past season duly reviewed and all other reports shall be submitted for adoption. The financial year shall begin on the first day of October in each year.

18.2 A Special General Meeting may be called by direction of the Committee at any time or shall be called by the Secretary within seven days after receipt by him or her of a written requisition to that effect signed by not fewer than 25 members of the Club, specifying the matters to be discussed at such meeting. Notice of any such meeting specifying the place, date and hour thereof and the matters to be discussed thereat shall be advertised at least once in a newspaper circulating in South Canterbury not fewer than seven days prior to the date fixed for the holding thereof.

18.3 Twenty five members qualified to vote personally present at any General Meeting or Special Meeting shall constitute a quorum. Every member present shall have one vote. The Chairperson shall decide upon a show of hands in the first place, but any member may require a ballot. The Chairperson shall have a deliberative vote, as well as a casting vote. No proxy shall be accepted at any meeting of the Club.

19. **Alterations to the Constitution**

19.1 No clause of the Constitution shall be repealed or altered and no new clause made without the consent of the majority of the members present at an Annual or Special General Meeting called for the purpose and unless notice of such proposed alterations repeal or addition shall have been given in accordance with the provisions hereof.

No addition to or alteration of the objects, personal benefit clause or the winding up clause shall be made which would alter the tax exempt status. The provisions and effect of this

clause shall not be removed from this document and shall be included and implied into any document replacing this document.

20. Winding Up

20.1 The Club may be wound up under the provisions of the Incorporated Societies Act.

20.2 If upon winding up or dissolution of the Club there remains after the satisfaction of all debts and liabilities any property whatsoever, the same shall not be paid or distributed among the members of the Club but shall be given or transferred to some other organisation or body having objects similar to the objects of the Club or to some charitable organisation or purpose within New Zealand.

Resolved at a Special General Meeting of the Club held at its Clubhouse, Butlers Road, Pleasant Point on the 1 February 2014 that the Rules of Pleasant Point Golf Club (Inc) be altered and that such alterations are included in these Rules as now adopted.

THE COMMON SEAL of the

PLEASANT POINT GOLF CLUB

was hereunto affixed in the present of:

..... (PRESIDENT

..... (COMMITTEE MEMBER)

..... (SECRETARY)

SIGNED AS CORRECT

Members of the Club