

## RULES of The Hastings Golf Club Inc

1. **NAME:** The name of the Society shall be "THE HASTINGS GOLF CLUB INCORPORATED" (hereinafter referred to as "the Club").
2. **REGISTERED OFFICE:** The Registered Office of the Club shall be at such place as may be notified to the Registrar of Incorporated Societies from time to time.
3. **COMMON SEAL:** The Club shall have a Common Seal, which shall be kept in the custody of the General Manager and shall not be affixed to any document or instrument except in pursuance of a resolution of the Management Committee and in the presence of two members of the Management Committee. The Seal of the Club shall consist of the words, "The Hastings Golf Club Incorporated" in the form of a circle with the words "The Common Seal of" in the centre.
4. **COLOURS:** The colours of the Club shall be dark green and red or such other colours as the Management Committee shall determine from time to time.
5. **OBJECTS:** The objects of the Club shall be:
  - 5.1 The playing of the game of golf and such other sports and activities members may determine.
  - 5.2 To provide for members a golf course or courses and other facilities for recreation and social purposes and all things incidental thereto.
  - 5.3 To receive moneys and expend for the advancement of the game of golf, the objects of the Club and such other purposes as the Management Committee may determine.
  - 5.4 To acquire by purchase, lease or otherwise, any land, buildings or property of any kind, real or personal, for the objects of the Club.
  - 5.5 Generally to do all things whatsoever directly or indirectly incidental or ancillary to the objects of the Club. Provided however that the foregoing provisions shall not in any way limit the rights or powers conferred upon the Club as a society incorporated under "The Incorporated Societies Act, 1908".
- 6 **CONSTITUTION:** The Club shall consist of members elected in accordance with Rule 7 hereof.
- 7 **MEMBERSHIP:** Every applicant for membership shall be proposed by one and seconded by another Adult Member of the Club, and shall make written application for membership to the Management Committee through the General Manager. The election of new members shall be by the Management Committee and a four-fifths majority of the votes cast at the meeting shall qualify the candidate for admission. No rejected candidate shall be re-proposed within six months of application except with the consent of the Management Committee. On admission of a member the General Manager shall furnish the member with a copy of the Rules of the Club and request, the member to pay the entrance fee (if any) and subscription due. No newly elected member shall participate in any of the privileges of the Club until the member has paid the entrance fee (if any) and initial subscription unless the Management Committee directs otherwise.
- 8 **CLASSES OF MEMBERSHIP:** Membership shall be divided into the following classes:
  - 8.1 Full Playing Male Adult Members, being persons aged 21 years and over prior to the commencement of the Club's financial year who shall be entitled to all privileges of the Club.

- 8.2 Full Playing Female Adult Members, being persons aged 21 years and over prior to the commencement of the Club's financial year who shall be entitled to all privileges of the Club.
  - 8.3 Full Playing Junior Members, being those persons under the age of 21 years prior to the commencement of the Clubs financial year who shall have the same privileges as Full Playing Adult Members.
  - 8.4 Country Members, being members of Other golf clubs affiliated to the New Zealand Golf Association or the National Golf Association of another country whose principal place of residence is outside the Provincial District of Hawkes Bay who subject to Rule 21 shall have all the privileges of Full Playing Adult Members provided that they may not enter for the Club competitions or tournaments unless so permitted by the Management Committee or any Golf Committee delegated such authority.
  - 8.5 Student Members, being persons who have attained the age of 13 years but who have not attained the age of 21 years prior to the commencement of the Club's financial year who shall have the privileges determined by the Management Committee.
  - 8.6 School Members, being persons who have not attained the age of 13 years prior to the commencement of the Club's financial year who shall have the privileges determined by the Management Committee.
  - 8.7 Non Playing Members, being persons aged 21 years and over prior to the commencement of the Club's financial year who shall have the privileges of the clubhouse and may attend Club functions but may not make use of the Club's course.
  - 8.8 Life Full Playing Members: Any Adult Member of the Club may be elected a Life Member on the recommendation of the Management Committee, approved by a four-fifths majority of the Adult Members present at any Annual or a Special General Meeting of the Club called for that purpose. A Life Member shall be entitled to all the privileges of a Full Playing Adult member without payment of any subscription.
  - 8.9 Honorary Full Playing Members: Any person who has been a Full Playing Adult Member (and/or Restricted Member pre 2006), continuously for thirty-five years and has attained seventy years of age. An Honorary Member shall be entitled to all the privileges of a Full Playing Adult Member and be liable for payment of 50% of the Full Playing Adult subscription plus payment in full of all other charges, fees and levies associated with membership of the club.
  - 8.10 Summer Adult Members, who shall have all the privileges subject to Rule 21 of Full Playing Adult Members but only for such summer season as shall be defined by the Management Committee and for such competitions and tournaments as shall be determined by the Management Committee or any Golf committee delegated such authority.
  - 8.11 Other Classes: Such other classes of membership as the Management Committee may from time to time determine in addition to any of the above named classes.
9. **SUBSCRIPTION:** The Club at its Annual General Meeting in each year shall determine the entrance fee (if any) and subscription to be paid by each class of Member for the Club's subscription and financial year 1 October to 30 September first following the period covered by the previous Annual General Meeting.

- 9.1 Annual subscriptions shall be payable in two instalments unless otherwise determined by the Management Committee. The first instalment of the Annual Subscription shall be payable on or before the 31st day of October of the subscription year and shall not exceed one half of the total amount of the subscription for the previous subscription year and the balance shall be payable on or before the 30th day of April of the current subscription year.
- 9.2 The Management Committee may allow or require entrance fees and/or subscriptions to be paid by instalments or allow rebate for prompt payment or remit the whole or part of entrance fees or subscriptions or apply such other terms and conditions to the payment of entrance fees and subscriptions as the Committee sees fit from time to time.
- 9.3 The Management Committee may remit pro rata the annual subscription payable by members elected to membership during the year in accordance with their date of election.
- 9.4 Every member in each year in addition to and together with the annual subscription shall pay to the Club a sum equal to the annual levy, insurance or other charges (if any) payable by the Club to the Men's or Women's New Zealand and Hawkes Bay Provincial District Golf Associations in respect of such Member.
- 9.5 Any member failing to pay the subscription on or before due date shall not be allowed on the Club's course or to enter New Zealand or Hawkes Bay Golf Association Tournaments or be entitled to any of the privileges of a member until the subscription shall have been paid unless so permitted by the Management Committee. Any newly elected member failing to pay the entrance fee (if any) and initial subscription within one month from the date of election may be removed from the list of members.
- 9.6 Every member having paid the Club's subscription shall be deemed to have submitted to the Rules of the Club and upon that condition only is permitted to enjoy the privileges of a member of the Club.
- 10 **MANAGEMENT COMMITTEE:** The management and control of the affairs of the Club shall be vested in a Management Committee. The Management Committee shall be elected in accordance with Rule 17.
- 11 **MANAGEMENT COMMITTEE GENERAL POWERS:** The Management Committee shall have all the powers of the Club which are not expressly required as provided by these Rules to be exercised in General Meeting or otherwise. The Management Committee may make regulations and by-laws with regard to the objects of the Club and all other matters providing for the management and good order of the Club. Such regulations and by-laws shall be binding on every member of the Club.
- 12 **MANAGEMENT COMMITTEE SPECIFIC POWERS:** In furtherance, and not in limitation of, and without prejudice to the general powers of the Management Committee conferred or implied by these Rules or otherwise howsoever it is expressly declared that the Management Committee may make, exercise and perform all or any of the following powers and duties:
- 12.1 In the corporate name of the Club to make and enter into any deed, contract or agreement which the Management Committee may consider necessary or expedient to enter into in the interests of the Club and carry out all contracts entered into by the Club and to authorise direct and empower the proper officers to affix the Seal of the Club to all deeds and documents required to be executed by the Club.

- 12.2 Purchase, lease or otherwise acquire for the Club any real or personal property which the Management Committee decides from time to time is in the interests of the Club on such terms and conditions as the Management Committee thinks fit and to give and execute mortgages, instruments or other assurances over the land or personal property so purchased to secure the balance of purchase money.
- 12.3 Let or lease any real or personal property of the Club.
- 12.4 Carry out the sale of any land which the Club shall have previously by resolution at a Special General Meeting called for that purpose resolved to sell and to fix the terms and conditions of such sale.
- 12.5 Purchase, construct, alter, develop and maintain buildings, the course (including natural features) and fences and carry out such other works' as it considers necessary or in the best interests of the Club and to enter in contracts in respect thereof provided always that no major alteration to the design of the course shall be made without first obtaining the approval of the majority of members present and entitled to vote at a General Meeting called for that purpose.
- 12.6 Borrow or raise money upon mortgage on the real or personal property of the Club, or any part or parts thereof, or upon debentures, or mortgage debentures charging the whole or any part of the assets of the Club, and to execute mortgages to secure such debentures or mortgage debentures on the assets of the Club, or to borrow money from bankers or other persons with or without security.
- 12.7 Invest funds of the Club and attend to all matters incidental thereto.
- 12.8 Employ and dismiss any employees, servants and suppliers of contract services of or to the Club. Any income, benefit or advantage shall be applied to the objectives of the organisation. 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 arms length transaction (being open market value).
- 12.9 Appoint sub-committees of the Management Committee and delegate to and retract from such sub committees any of the powers of the Management Committee on terms and conditions set down in writing by the Management Committee. The President or a Vice President and the General Manager of the Club shall be members of all such sub committees ex officio.
- 12.10 Fill any vacancy occurring in any offices of the Club, the Management Committee, or any Golf Committee during the year by electing a member of the Club to occupy such position for the balance of the term of the vacating member and in the case of a Vice President or Club Captain such member shall be of the same gender as the vacating member provided always that wherever possible preference to filling the vacancy shall be given to the next highest polling candidate in the previous election.
- 12.11 Convene general meetings of the Club.
- 12.12 Report to the Annual General Meeting of the Club each year upon the state of the Club and its financial position and forward a copy of such report to each Adult Member of the Club at least seven (7) days before the Annual General Meeting.
- 13 **GOLF COMMITTEE/S:** Any Golf Committee shall have such powers and duties as shall be delegated to them from time to time by the Management Committee for the purposes of organising members enjoyment and participation in the game of Golf and

associated social activities and the members of the *Golf Committee* shall be elected in accordance with Rule 17.

**14 GOLF COMMITTEE SPECIFIC POWERS:** Subject to the prior and continuing written approval of the *Management Committee*, any *Golf Committee* may make exercise and perform all or any of the following powers and duties in addition to any other powers and duties delegated by the *Management Committee* from time to time.

- 14.1 Organise and coordinate the playing of golf on the Club's course.
- 14.2 Ensure that the golfing and associated social aspirations of the classes of members are catered for as far as possible.
- 14.3 Organise and administer golf competitions and tournaments and coordinate such competitions with national or provincial or local golfing bodies.
- 14.4 Determine the competitions and tournaments *Restricted*, *Country* and *Summer* members may play in.
- 14.5 Determine the presentation of the course for play and tournaments and liaise with the *Greenkeeper* thereon.
- 14.6 Lay down such local rules as shall be required for the conduct of play on the Club's course, interpret the rules of golf and determine any rules, competition or tournament disputes.
- 14.7 Prepare and distribute to members in a timely manner an annual programme of events.
- 14.8 Enter Club teams and individuals in such national or provincial or local golfing body tournaments as shall be determined by the *Committee* and be responsible for selection and all aspects of the Clubs participation.
- 14.9 Appoint delegates to any national or provincial or local golfing body and any other sporting bodies on which the Club is entitled to be represented.
- 14.10 Handicap all members and administer the handicapping system.
- 14.11 Vigorously promote the game of golf and membership of the *Hastings Golf Club* and share responsibility with the *Management Committee* for sustaining membership.
- 14.12 Make recommendations to the *Management Committee* as to desirable or necessary maintenance, improvements, alterations, beautifications of the course.
- 14.13 Promote and organise *Junior* golf within the Club.
- 14.14 Monitor etiquette and conduct of members on the course.
- 14.15 Subject to confirmation by the *Management Committee* solicit and enter into reciprocal rights arrangements with other golf clubs where such arrangements are considered to be in the best interests of members.
- 14.16 Appoint sub-committees and delegate to such sub-committees any of the powers of the *Committee*. A *Club Captain* and the *General Manager* shall be members of all such sub-committees *ex-officio*.
- 14.17 Report to the *Annual General Meeting* of the Club upon the state of golf in the Club and any other matters under the jurisdiction of the *Golf Committee*.

**15 MANAGEMENT COMMITTEE COMPOSITION:** The *Management Committee* shall comprise of a *President*, two *Vice Presidents*, one or two *Club Captains* and four *Adult Members* all elected in accordance with Rule 17 who shall be the officers of the Club.

- 15.1 The officers of the Club shall be elected annually. The President shall be a Full Playing Male or Female Adult Member - one Vice President shall be a Full Playing Male Member and one vice President shall be a Full Playing Female Member. While there are two Club Captains to be elected one club Captain shall be a Male Adult Member and one Club Captain shall be a Female Adult Member. The other four members of the Management Committee shall hold office for two years provided that half shall retire each year in rotation but shall be eligible for re-election. The Committee members to retire each year shall be the longest serving members since last elected or determined by lot if more or less than the required number are not so identifiable.
- 15.2 The President shall be Chairperson of the Management Committee and responsible for all the Management Committee's functions.
- 15.3 The President shall preside at all General Meetings of the Club (or in the President's absence a Vice President). If these officers are absent the chair shall be taken by a member elected by the members present.
- 15.4 The quorum for Management Committee meetings shall be a minimum of five.
- 15.5 In the event of an equality of votes the Chairperson shall have a casting vote in addition to a deliberative vote.
- 16 **GOLF COMMITTEE COMPOSITION:** Any Golf Committee/s shall be composed of Adult Members not exceeding eight or other such number as the Management Committee shall determine.
  - 16.1 Each year for a period of at least three years from the date of the adoption of this constitution there shall be elected two golf committees, one comprising of all Male Adult Members to carry out Golf Committee duties and responsibilities in respect of Male Members and one comprising of all Female Adult Members to carry out Golf Committee duties and responsibilities in respect of Female Members, plus a Club Captain in each case. Only Male Adult Members will be eligible to vote for any all male golf committee and only Female Adult Members will be eligible to vote for any all female golf committee.
  - 16.2 Golf Committee members other than the chairperson shall hold office for two years providing half the members shall retire by rotation each year but shall be eligible for re-election. The Committee members to retire each year shall be the longest serving members since last elected or determined by lot if more or less than the required number are not so identifiable.
  - 16.3 A Club Captain shall be Chairperson of each Golf Committee and be responsible for the Golf Committee's functions.
  - 16.4 Each Golf Committee may elect a Vice Club Captain.
  - 16.5 The quorum for Golf Committee meetings shall be a minimum of five.
  - 16.6 In the event of an equality of votes the Chairperson shall have a casting vote in addition to a deliberative vote.
- 17 **MANAGEMENT AND GOLF COMMITTEE NOMINATIONS:** A notice calling for nominations for the Management Committee and Golf Committees including the specific offices of President, Vice Presidents and Club Captain or Captains shall be exhibited in the clubhouse at least fourteen days before nominations close. The notice shall state the closing date for nominations, the names of the Committee members who are retiring by rotation and the proposed date and time of the Annual General Meeting.

- 17.1 Only those members specified in Rule 21 whose current subscription or other dues are fully paid or credited who have been in any of these classes for the prior two years shall be eligible to be nominated for any office or committee position of the Club.
- 17.2 All candidates for election to the Management Committee and any Golf Committee shall be nominated in writing by two members eligible under Rule 21 and consent in writing to their nomination. Nominations shall be in the hands of the General Manager by no later than 4.00 p.m. on the closing date for nominations and as received shall be posted by him on the Notice Board of the Clubhouse. If, at the time of nominations closing there are insufficient nominations to fill all the posts on the Management Committee or any Golf Committee, the Management Committee may extend the time for nominations for the posts not filled. The Management Committee shall be the sole Judge as to whether any nominations do or do not comply with the provisions of this clause.
- 17.3 A candidate may be nominated for more than one Office and/or Committee position but shall not be elected to more than one position. If there is a candidate for election to more than one office and/or Committee position the election shall proceed in the following order - President, Vice Presidents, Management Committee, Club Captains, Golf Committee.
- 17.4 If at the time nominations close there shall be only one nomination for any Office in the Club the nominee shall be automatically elected to that Office but if there is more than one candidate for any Office a ballot as hereinafter provided shall be conducted.
- 17.5 If at the time nominations close there are fewer candidates than required for the Management Committee or fewer candidates than required for any Golf Committee the candidates shall be automatically elected. If there are more than the required number of candidates for any such Committees a ballot as hereinafter provided shall be conducted. Any deficiency in the numbers of the Committees may be filled by the Management Committee after the Annual General Meeting.
- 17.6 Voting papers shall be prepared on which shall be printed the names of all candidates for office in an order as determined by ballot conducted by the General Manager and shall be posted to each member entitled to vote not less than 7 days prior to the Annual General Meeting.
- 17.7 Each member desiring to vote shall strike out from the voting paper the name of any candidate against whom the member desires to vote and shall leave uncanceled the name of any candidate for whom the Member desires to vote. In the case of an election for members of the Management Committee or any Golf Committee the Member shall vote for a number of candidates not less than the number of members to be elected.
- 17.8 Every Member who wishes to vote shall place the voting paper in an envelope provided by the Club with a slip of paper attached thereto on which the member must clearly print their name and initials and sign. Envelopes with the said slips attached shall be caused to be placed in the Club's ballot box or posted under separate cover to the General Manager who shall place them in the ballot box.
- 17.9 The ballot shall close at 4.00 pm on the day of the Annual General Meeting. Only votes placed in the ballot box or received by the General Manager by the ballot closing time shall be eligible and the General Manager shall be the sole judge thereof.
- 17.10 The Management Committee shall appoint two scrutineers prior to the closing of the ballot. After the ballot has been closed the ballot box shall be opened by the

General Manager in the presence of the two scrutineers so appointed and the General Manager shall check the signature slips and having withheld any votes which under these Rules may not be recorded shall remove the said signature slips and hand the remaining envelopes to the scrutineers who shall count the votes cast for each candidate but shall not disclose the result of the ballot to any person until requested to deliver a list of candidates and the number of votes for each to the Chairperson of the Annual General Meeting. In the event of an equality of votes for any office, a decision shall be made by lot by and in a manner determined by the two scrutineers.

- 18 **MANAGEMENT AND GOLF COMMITTEE ELECTION:** Persons elected under the preceding paragraphs of this Rule shall enter upon their respective offices on the termination of the Meeting at which they are declared elected. Each of these persons shall hold office for the respective periods hereinbefore mentioned unless prior to the expiration of that period they are removed from office by the appropriate majority of the votes of those members entitled to vote at a Special General Meeting called for the purpose whereupon the members entitled to vote at such Special General Meeting shall elect a member or members to fill the office or offices vacated thereby for the balance of the term of the member or members so removed.
- 18.1 Any member of the Management Committee or a Golf Committee absent from three or more consecutive meetings of the Management Committee or a Golf Committee without formal leave of absence shall ipso facto cease to be a member of the Management Committee or a Golf Committee as the case may be.
- 18.2 The office of President, Vice President, Club Captain, Management Committee member or Golf Committee member shall be vacated if any holder ceases to be a member of the Club, resigns office in writing, or becomes unable to carry out the duties of office for any reason and the provisions of Rule 12.10 shall then be exercised.
- 19 **GENERAL MEETINGS:** The financial year of the Club shall end on the 30th day of September in each year, and the Club shall hold an Annual General Meeting not later than the 31st day of December first following.
- 19.1 The date for holding General Meetings shall be fixed by the Management Committee and at least seven days' notice thereof shall be given to all Adult Members in the form specified within these rules.
- 19.2 Special General Meetings shall be held whenever the Management Committee considers it necessary or within twenty-eight days after receipt by the General Manager of a requisition for such a meeting signed by not less than twelve financial Adult Members of the club. The requisition calling for a Special General Meeting shall state the business to be considered at such meeting. At least twenty-one days notice of Special General Meetings shall be given to all Adult Members in the form specified within these Rules.
- 19.3 At any type of General Meeting of the Club twenty Full Playing Adult Members present shall form a quorum.
- 20 **NOTICES AND REPORTS:** Notices and Reports required by these rules to be given shall be deemed to have been properly given if sent through the ordinary course of post or by fax or e-mail addressed to the members entitled to receive the same at their usual or last known place of business or residence.
- 20.1 Notice of General Meetings shall be sufficient if given by advertisement in the local daily newspapers except where a special form of notice is by these Rules expressly required.

- 20.2 All notices calling *General Meetings* shall state the business to be conducted at such meetings.
- 21 **VOTING AND COMMITTEE MEMBERSHIP:** All full playing adult members, all full playing female adult members, all full playing junior members, all restricted male members, all restricted female members, all life full playing members, all honorary full playing members shall be the only members who shall have voting rights at any *General Meeting* of the Club and only they shall be eligible to propose any eligible member for election as a member of any committee of the Club and only they shall be eligible to hold any office or committee position of the Club.
- 21.1 Any member of the Club eligible to vote at any general meeting of the club to exercise such voting right must be present at the particular *General Meeting* and at that time the members current subscription or other dues must be fully paid or credited.
- 21.2 Voting at meetings shall be by a show of hands or by ballot on demand of any member present at such meeting.
- 22 **GENERAL MANAGER APPOINTMENT:** The Management Committee shall appoint a General Manager to manage the affairs of the Club and determine the terms of the General Manager's Employment Contract, remuneration and duties.
- 22.1 Throughout these Rules the words "General Manager" shall mean the senior management employee of the Club irrespective of the designation attributed to that person at any time.
- 22.2 The General Manager by virtue of that office shall be deemed to be a member of the Club with all the privileges of a Full Playing Adult Member except voting rights. While the General Manager holds that office the General Manager shall not hold any other office or propose or second a member for any office nor be liable to pay any subscription or levy.
- 22.3 The General Managers duties shall include -
- 22.3.1 Implementation of Management Committee policy and decisions as directed.
- 22.3.2 Administration of the financial and other affairs of the Club.
- 22.3.3 Attendance personally or by appointee approved by the Management Committee at Annual and Special *General Meetings* of the Club and meetings of the Management Committee and Golf Committee/s and production of minutes.
- 22.3.4 Such other duties as the Management Committee may direct.
- 23 **ADMINISTRATION OF THE FINANCIAL AFFAIRS OF THE CLUB BY THE GENERAL MANAGER:** The General Manager shall be responsible for administration of the financial affairs of the Club and receipt and disbursement of all moneys and in the conduct thereof shall:
- 23.1 Ensure adequate controls are in operation for the initial receipt and custody of cash, cheques and valuables.
- 23.2 Lodge all moneys received to the credit of the Club at such bank as the Management Committee shall direct.
- 23.3 Make such payments out of funds of the Club in such manner as the Management Committee shall direct.
- 23.4 Keep up-to-date accounts and books showing the financial affairs of the Club and particulars usually shown in books of a like nature.

- 23.5 Prepare annual statement of the financial affairs of the Club and such other financial statement the Management Committee may direct.
- 23.6 Include the annual statements duly audited, with the annual report to be issued to members.
- 23.7 Carry out such other financial duties as the Management Committee may direct.
- 24 **CLUBHOUSE:** The clubhouse shall be open to members on such days and during such hours as the Management Committee shall fix.
- 25 **AUTHORITY TO PLACE NOTICES:** No notices or placards of any description shall be exhibited on the walls of any rooms of the Clubhouse or anywhere on the course or club's property without the authority of the General Manager.
- 26 **COMPLAINTS:** All complaints and disputes shall be made in writing to the General Manager or President for submission to the Management Committee or any Golf Committee as appropriate whose decision shall be final.
- 27 **CORRECTION OF REGISTER:** The Management Committee may at any time strike from the register of members the name of any member who has failed to pay any entrance fee or any instalment of the annual subscription in accordance with these Rules notwithstanding that such member has failed to resign in writing as provided in these Rules, and in such case such member shall cease to be a member of the Club but shall still remain liable for any subscription or other moneys due to the Club and written notice of such action shall be given to the member. Any such member whose name is so removed from the register may give notice in writing to the General Manager objecting to such removal and requesting to be reinstated as a member of the Club and to all privileges thereby enjoyed and to be classed in all respects as if their name had not been so struck off the register; but no member shall give any such notice unless at the time of giving such notice such member has paid to the Club all subscriptions and other monies owing by them to the Club. The decision of the Management Committee in respect of any such notice shall be final and binding after giving (he member at least one opportunity to attend a Management Committee meeting to voice his objection.
- 28 **EXPULSION OR SUSPENSION OF MEMBERS:** If the conduct of any member within the Club or otherwise is such as appears in the opinion of the Management Committee to endanger the good order, character or welfare of the Club or any of its members and possibly justify expulsion, the Management Committee shall:
- 28.1 After due consideration notify in writing the member in question of their intention to consider expelling or suspending the said member and shall give details of their reasons and inform the said member that he or she shall have the right to appear at a certain time on a certain date before the Management Committee to give reasons why expulsion or suspension should not be imposed and such meeting shall be held not earlier than seven days after the posting of the said notice in writing to the member in the ordinary course of the post. The Management Committee may make its decision at any time thereafter whether the member appears at the meeting so called or not.
- 28.2 After such meeting the Management Committee shall notify the member in writing of its decision by posting a copy of the decision to the member.
- 28.3 If the member is not satisfied with the decision of the Management Committee the member may requisition a Special General Meeting of the Club in accordance with Rule 19.2 to consider the ruling of the Management Committee and the member and Management Committee shall be bound by the decision of any such meeting.

- 28.4 The right to call such Special General Meeting shall cease twenty-eight days after the posting of the said decision to the member.
- 28.5 Such special general meeting shall be held no later than twenty-eight days after receipt of the requisition unless the Management Committee has good reason for delaying the date.
- 28.6 Pending the holding of the Special General Meeting the member will be deprived of such membership privileges as the Management Committee shall determine.
- 29 **INTERPRETATION OF THE RULES:** In the event of any dispute, doubt, ambiguity or difference arising as to the interpretation or application of these Rules or any of them, the decision of the Management Committee in respect of such dispute, doubt, ambiguity or difference shall be final and binding.
- 30 **MANAGEMENT COMMITTEE'S DISCRETION IF NO RULE:** In the event of any matter or circumstance arising in and about the conduct of the Club's activities and affairs and/or the carrying out of its objects or any of them and there being no provision or provisions in these Rules dealing or dealing effectively with such matter or circumstance, the Management Committee may in its discretion (not controllable in any Court of Law or Equity) deal with and dispose of such matter or circumstance in such manner as it deems fit.
- 31 **ALTERATION TO RULES:** These Rules may be altered or added to at any Annual General or Special General Meeting subject to the following conditions:
- 31.1 A copy of any proposed alteration or addition to the Rules shall be exhibited in the Clubhouse and notice given to all members entitled to vote not less than twenty-one days prior to the date of the meeting at which such alteration or addition is to be considered. The meeting may amend any such proposals.
- 31.2 No resolution of any such meeting shall effect any alteration or addition to the Rules unless it is approved by at least two-thirds of the Full Playing Adult Members present at such meeting and entitled to vote.
- 31.3 Any alteration or addition to the rules shall become operative from the date of registration of such alteration or addition with the Registrar of Incorporated Societies.
- 31.4 No addition to or alteration shall be approved if it affects the objects, personal benefit clause or the winding up clause. 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.
- 32 **CONTINUATION IN OFFICE AFTER RULE CHANGES:** The Officers and Committee Members of the Club holding office at the time these Rules are registered and come into operation or are changed shall continue to hold office until new officers and committee members are elected pursuant to these Rules and subsequent changes.
- 33 **REVOCATION OF PREVIOUS RULES:** All Rules existing immediately prior to these Rules coming into operation are hereby revoked, provided however, that such revocation shall not affect:
- 33.1 The validity, effect or consequences of anything already done or suffered by the prior Rules.
- 33.2 Any existing status or capacity.
- 33.3 Any right, interest, title or estate already acquired by the Club or any remedy or proceeding in respect thereof.
- 33.4 The proof of any act or thing.

- 34 **AUDIT:** The accounts of the Club shall be audited by a person other than a Management Committee or Golf Committee member who is qualified as a Chartered Accountant and who shall be appointed annually by (he Annual General Meeting. Audit fees shall be determined by the Management Committee.
- 35 **PLAYING RIGHTS OF MEMBERS ON CLUBS GOLF COURSE:** The times and days on which the golf course shall be available for use by male and/or female members shall except when otherwise determined by the Management Committee to cover short duration circumstances remain the same as (hose in existence as at 1 October 1998 and may not be changed without first obtaining the approval of members present and entitled to vote at a General meeting called for that purpose.
- 36 **PRIVACY ACT:** All members authorise the Management Committee to disclose publicly or privately any information in their hands arising out of the membership of any member of the club and all members waive any rights they may have pursuant to such information which but for this provision could be protected by the provisions of the Privacy Act 1993.
- 37 **PROPERTY:** The property, effects and moneys of the Club shall belong to the Club as an incorporated body and no member shall acquire or be entitled to acquire any personal or individual interest in any property of the Club by virtue of being a member of the Club.
- 38 **WINDING UP AND DISPOSAL OF ASSETS:** The Club may be wound up voluntarily and any assets disposed of by resolution at a Special General Meeting called for the purpose in the manner required by these Rules. Any resolutions carried for voluntary winding up and disposition of assets must be confirmed at a subsequent Special General Meeting constituted and called as above mentioned and held not earlier than twenty-eight days after the date on which the resolutions to be confirmed were passed. Upon the Club being wound up voluntarily the property of the club shall be sold and the balance after payment of its debts shall be disposed of only for the benefit and promotion of the game of golf and other sports and pastimes in accordance with the objects of the Club as the Special General Meeting called for the winding up shall by Resolution determine.