



**GOLF WELLINGTON**

*Korowhā Te Whanganui-a-Tara*

**Golf Wellington Inc**

**Constitution 2025**

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## 1. Definitions and Interpretations

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1.1 **Definitions:** In this Constitution, unless the context requires otherwise, the following words and phrases have the following meanings:

**Act** means the Incorporated Societies Act 2022, including any amendments, and any regulations made under that Act.

**AGM or Annual General Meeting** means a meeting of the Members held once a year convened under this Constitution.

**Appointed Board Member** has the meaning set out in clause 6.2(b).

**Associate Member** has the meaning set out in clause 4.4(e)(i)

**Board** means the District Association's governing body.

**Board Member** means a member of the Board.

**Bylaws** means any bylaws, policies, regulations and codes of the District Association.

**Casual Vacancy** is a vacancy which arises when a Board Member does not serve their full term of office.

**Chair** means the Board Member appointed as chair of the District Association under this Constitution.

**Committee** means any committee established in accordance with this Constitution.

**Constitution** means this constitution, including any amendments to this constitution.

**Contact Details** means a physical or an electronic address, and a telephone number.

**Delegate** means a person representing a Golf Club or a Golf Facility at a General Meeting.

**District** means the Wellington region, Porirua Basin, Kapiti region, Hutt Valley region and Wairarapa region which is the geographical area in which the District Association has jurisdiction to carry out its purposes, and is the area represented by the District Association and within which the primary base of activities of the District Association is located.

**District Association** means Golf Wellington Incorporated.

**Diversity, and Inclusion** means ensuring fair and equitable opportunities are available to everyone to participate in sport and recreation irrespective of age, ability, ethnicity, gender, national origin, race, sexual orientation, beliefs, or social economic status.

**Elected Board Member** has the meaning given to that term in clause 6.2(a).

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

**General Meeting** means an AGM, HYGM or SGM of the District Association.

**General Manager** means a person employed by the Board to manage the day-to-day running of the District Association.

**Golf Club** has the meaning set out in clause 4.4(a).

**Golf Facility** has the meaning set out in clause 4.4(b).

**Golf NZ** means Golf New Zealand Korowha Aotearoa Incorporated trading as Golf NZ.

**HYGM or Half Year General Meeting** means a meeting of the Members held once a year convened under this Constitution.

**Individual Member** has the meaning set out in clause 4.4(c)(i).

An Officer is **interested** in a Matter if that Officer:

- (a) may obtain a financial benefit from the Matter; or
- (b) is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, sibling, nephew, niece, uncle, aunt, or first cousin of a person who may obtain a financial benefit from the Matter; or
- (c) may have a financial interest in a person to whom the Matter relates; or
- (d) is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom the Matter relates.

However, that Officer is not interested in a matter:

- (e) merely because they receive an indemnity, insurance cover, remuneration, or other benefits authorised under the Act; or
- (f) if their interest is the same or substantially the same as the benefit or interest of all or most other Members due to the membership of those Members; or
- (g) if their interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence them in carrying out their responsibilities under the Act or this Constitution.

**Life Member** has the meaning set out in clause 4.4(d).

**Matter** means: (a) the District Association's performance of its activities or exercise of its powers; or (b) an arrangement, an agreement, or a contract (a transaction) made or entered into, or proposed to be entered into, by the District Association.

**Member** means each person who for the time being is a member of the District Association and includes all classes of members described in section 4.3.

**Member Register** means the register of Members kept under this Constitution.

**Officer** means a Board Member and any natural person occupying a position in the District Association that allows the person to exercise significant influence over the management or administration of the District Association.

**Ordinary Resolution** means a resolution passed by a majority of votes cast.

**President** means the person elected as president of the District Association under this Constitution.

**Purposes** means the purposes of the District Association.

**Rules of Golf** means the Rules of Golf as approved by R & A Rules Limited and the United States Golf Association, as amended from time to time.

**SGM** or **Special General Meeting** means a meeting of the Members, other than an AGM, called for a specific purpose or purposes.

**Special Resolution** means a resolution passed by 75% of votes cast.

**Suspension** means the suspension of all rights of the Member for such a period and on such terms as the Board determines.

**Working Day** has the meaning given to that term under the Legislation Act 2019 and excludes the day observed as the anniversary in Wellington.

1.2 **Interpretation:** Unless the context otherwise requires:

- (a) Words referring to the singular include the plural and vice versa.
- (b) Clause headings are for reference only.
- (c) Expressions referring to writing include references to words visibly represented, copied, or reproduced, including by email.
- (d) Reference to a person includes any other entity or association recognised by law and vice versa and any reference to a particular entity includes a reference to that entity's successors.
- (e) A reference to any legislation includes any secondary legislation, statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, re-enactment of, or replacement of, that legislation.
- (f) All periods of time or notice exclude the days on which they are given.

1.3 **Notices:** Subject to any other notice requirements in this Constitution, any notice or other communication given under this Constitution must be in writing and will be given to:

- (a) a Member if sent to the address set out in their Contact Details.
- (b) the District Association if sent to [office@wgi.co.nz](mailto:office@wgi.co.nz) or by post to the *District* Association's registered office set out on the Register of Incorporated Societies.

1.4 **Receipt of notices:** A notice is deemed to have been received:

- (a) if given by post, when left at the address of that party or five Working Days after being put in the post: or
- (b) if given by email, upon production of a physical copy of the email detailing the time and the date the email was sent (provided that the sender does not receive any "out of office" auto-reply or other indication of non-receipt), provided that any notice or communication received or deemed received after 5pm on a Working Day, or on a day which is not a Working Day, will be deemed not to have been received until the next Working Day.

## 2. **Details of the District Association**

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2.1 **Name:** The name of the society is Golf Wellington Incorporated.

2.2 **Status:** The District Association is the District Association for Golf NZ and related activities in the District and is bound by the rules of Golf NZ.

2.3 **Registered office:** The registered office of the Association is at the place the Board decides.

- 2.4 **Contact person:** At its first meeting following an AGM, the Board must appoint or reappoint at least one, and a maximum of three persons to be the contact person, subject to those persons meeting the eligibility criteria set out in the Act. The Board must advise the Registrar of Incorporated Societies of any change in the contact person or their Contact Details.

### 3. **Purposes and Powers**

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- 3.1 **Purpose:** The purpose of Golf Wellington is to:

- (a) Be a member of Golf NZ for the District; and be the Wellington District Association member of Golf NZ.
- (b) Lead the promotion, development and administration of Golf within the District and to do so in a manner that is consistent with the requirements of Golf NZ mainly as an amateur sport for the well-being, benefit and recreation of the general public.
- (c) Support and assist its Members to deliver golf in the District.
- (d) Promote opportunities and facilities to enable, assist and enhance the participation, enjoyment and performance in golf in the District.
- (e) Lead, promote and enable diversity, and inclusion including governance of the District Association and participation in golf.
- (f) Promote, develop and co-ordinate sport competitions in the District.
- (g) Select and manage teams representing the District Association in any representative matches.
- (h) Uphold the New Zealand Handicapping and Course Rating System.
- (i) Promote the importance of the Rules of Golf, the rules of amateur status and the education of such rules to bodies involved in golf.
- (j) Use and protect the intellectual property of the District Association.
- (k) Encourage the playing of golf, free from the use of drugs in accordance with the Sports Anti-Doping Rules.
- (l) Represent the best interests of the Members in any discussions or meetings with Golf NZ or any other organisation.
- (m) Protect the integrity of golf and the District Association by developing and enforcing standards of conduct, ethical behaviour and implementing good governance in the District.

- 3.2 **Capacity and Powers:** The Association has, both within and outside New Zealand, full capacity, rights, powers and privileges to carry on or undertake any activity, do any act, or enter any transaction, subject to this Constitution, the constitution of Golf NZ, the Act, any other legislation, and the general law, provided that no purchase of land may be made except pursuant to an Ordinary Resolution passed at a General Meeting.

## 4. Members

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- 4.1 **Application for Membership:** An application to become a Member (**Application**) must be in the form required by the District Association. All Applications are decided by the Board which may accept or decline an Application in its absolute discretion. A person becomes a Member when their Application has been accepted and shall be liable for such portion of the annual membership fees for the current financial year as determined by the Board.
- 4.2 **Member consent:** A person or entity consents to become a Member by paying their required membership fees.
- 4.3 **Renewal of Membership:** The membership year runs from 1 January to 31 December. Each Member (other than a Life Member) must renew their membership with the District Association by the date specified by the Board to continue as a Member. Such renewal shall include paying any applicable membership fees, in the manner prescribed by the Board. If membership of the District Association lapses, a new application for membership to the District Association is required in accordance with clause 4.1.
- 4.4 **Categories of Members:** The Members of the District Association shall consist of:
- (a) **Golf Clubs:** A group of ten (10) or more individuals, (whether or not they are Individual Members), who have formed a club, group or organisation to participate, and have an interest, in Golf; and which club, group or organisation is either:
- (i) based at a specific Golf course in the District (“Physical Club”); or
  - (ii) is not based at a Golf club or a specific location but exists, whether virtually or otherwise, by reason of mutual interest and may be local, regional or national in coverage may apply to be a Member as a Golf Club (“Virtual Club”),
- Each Physical Club has the right to appoint one or more Delegate to attend and speak at General Meetings. Only one Delegate per Physical Club shall be entitled to vote.
- Each Virtual Club has the right to appoint one or more Delegate to attend and speak at General Meetings.
- (b) **Golf Facilities:** An entity incorporated in New Zealand (in compliance with applicable laws) which owns or manages either:
- (i) a Golf course located in the District but is not a Golf Club; or,
  - (ii) a Golf facility located in the District, which provides instruction in playing Golf and in developing skills and knowledge of the game of Golf and/or provides entertainment in the form of an aspect of the game of golf,
- may apply to be a Member as a Golf Facility.
- Each Golf Facility has the right to appoint one Delegate to attend and speak at General Meetings and the right to vote.
- (c) **Individual Members:**
- (i) Every individual who is a member of a Golf Club or a Golf Facility, other than in a social capacity, must also agree to become a member of the District Association

and Golf NZ. If such an agreement is not given, the membership application shall be declined.

- (ii) Individual Members have the right to attend and speak at General Meetings but have no right to vote unless acting as a Delegate.
- (iii) For the avoidance of doubt, an individual who is a member in a social capacity of a Golf Club or Golf Facility and does not participate in any form of golf offered by the Golf Club or Golf Facility is not required to be a member of the District Association or Golf NZ.

(d) **Life Members:**

- (i) Any person who has in the opinion of the Board rendered exceptional service to the District Association and who is elected as a Life Member at a General Meeting.
- (ii) Any Golf Club may nominate a person as a Life Member who is deemed to have rendered exceptional service to the District Association by giving notice to the Board setting out the grounds for nomination. The Board must then determine whether the nomination should be forwarded to a General Meeting for determination by Members. A person may only be elected as a Life Member by resolution at a General Meeting. A person consents to becoming a Life Member on acceptance of their life membership. Life Members have such rights and benefits as determined by the Board.
- (iii) Life Members have the right to attend and speak at General Meetings but have no right to vote.

(e) **Associate Members:**

- (i) Any person, body corporate or government agency, that is seeking to promote the game of golf and to improve player accessibility and development, or provides facilities within the District for the playing, practice of golf or the provision of equipment or clothing for golf, may apply to be an Associate Member of the District Association.
- (ii) Each Associate Member has the right to appoint one Delegate to attend any General Meeting but does not have any speaking or voting rights.
- (iii) An Associate Member may enter teams in competitions organised by the District Association provided that they are able to comply with the Rules of the Competition and provide facilities of sufficient standard associated with the Competitions.

- (f) **Other Category:** Any other category of member as decided by the Board provided that any such members must also be members of Golf NZ.

4.5 **Amalgamation of Clubs:** In the event two or more Golf Clubs merge or otherwise amalgamate into one Golf Club the resulting merged or amalgamated club must apply to the Board to be a new Golf Club within the same financial year.

4.6 **Golf Club Obligations:** In addition to the obligations in clause 4.9, each Golf Club that is a Member will:

- (a) administer, promote, and deliver Golf in a manner that is consistent with the Purposes, this Constitution and any Bylaws and the constitution and bylaws of Golf NZ;
- (b) maintain registration as a corporate body under applicable laws;
- (c) only have members who are also members of Golf NZ;
- (d) maintain an updated register of members and, on request, provide the District Association and Golf NZ with full access to that register, in compliance with privacy laws;
- (e) ensure its constitution is consistent with this Constitution, provide the District Association with a copy of its constitution and all proposed amendments to it.
- (f) pay the membership fee and any other fees of the District Association and of Golf NZ by the due dates;
- (g) lead, promote and enable diversity, and inclusion across the whole Golf Club including governance of the Golf Club and participation in Golf;
- (h) submit to the District Association following its AGM the name and Contact Details of its Officers, its annual report and annual financial statements and such other information as requested by the Board, in compliance with the privacy laws;
- (i) provide its members with a right to appeal decisions of the District Association but only if a right of appeal is permitted under this Constitution.

4.7 **Golf Facility Obligations:** In addition to the obligations in clause 4.9, each Golf Facility that is a Member will:

- (a) administer, promote, and deliver Golf in a manner that is consistent with the Purposes, this Constitution and any Bylaws and the constitution and bylaws of Golf NZ;
- (b) maintain registration as a corporate body under applicable laws;
- (c) pay the membership fee and any other fees of the District Association and of Golf NZ by the due dates;
- (d) lead, promote and enable diversity, and inclusion across the whole Golf Facility including governance of the Golf Facility and participation in Golf;
- (e) submit to the District Association upon request the name and contact details of its officers, its annual financial statements and such other information as requested by the Board, in compliance with the privacy laws.

4.8 **Associate Members Obligations:** In addition to the obligations in clause 4.9, each Associate Member will:

- (a) support the District Association in the encouragement and promotion of its Purposes;
- (b) abide by this Constitution and the Bylaws; and
- (c) submit to the District Association information as requested as part of the conditions being granted Associate membership.

4.9 **Member Rights and Obligations:** Members acknowledge and agree that:

- (a) they are bound by, and will comply with, this Constitution and the Bylaws, and to the extent they apply, the rules, procedures or policies of Golf NZ;
  - (b) they are subject to the jurisdiction of the District Association;
  - (c) they are entitled to all rights and entitlements granted by this Constitution or as determined by the Board;
  - (d) to receive, or continue to receive or exercise Member rights, they must meet all the Member requirements set out in this Constitution and the Bylaws or as otherwise set by the Board, including payment of any membership or other fees within the required time period;
  - (e) if they fail to comply with sub-clause 4.9(d) the Board may terminate their membership, but the Member continues to be bound by this Constitution;
  - (f) they do not have any rights of ownership of, or the automatic right to use, the District Association's property;
  - (g) they will act in good faith and with loyalty to the District Association to ensure the maintenance and enhancement of the District Association and its reputation, and to do so for the collective and mutual benefit of the Members; and
  - (h) They will promote the interests and Purposes of the District Association and not do anything to bring the District Association into disrepute.
- 4.10 **Suspension:** If a Member is, or may be, in breach under clauses 4.6 to 4.9 (as applicable), and the Board believes it is in the best interests of the District Association to do so, the Board may suspend the Member until final determination of the matter under the dispute resolution process applicable to the matter. Before imposing any such suspension, the Member must be given one month's notice in writing of the suspension.
- 4.11 **Suspension of Member Rights:** Unless otherwise determined by the Board, while a Member is suspended the Member is not entitled to attend, speak or vote at a General Meeting, or to any other rights or entitlements as a Member and is not entitled to continue to hold office in any position within the District Association until such time as the alleged breach is resolved or determined.
- 4.12 **Ceasing to be Member:** A Member ceases to be a Member:
- (a) if an individual on death, or if a body corporate on deregistration or liquidation;
  - (b) by giving notice to the Board of their resignation;
  - (c) if their membership is terminated under clause 4.9(d);
  - (d) if their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution;
  - (e) if required to be a member of Golf NZ, and their membership of Golf NZ ceases.
- 4.13 **Consequences of Ceasing to be a Member:** A Member who ceases to be a Member:
- (a) remains responsible to pay all their outstanding membership and other fees to the District Association within the District Association's financial year;
  - (b) must return all of the District Association's property if required;

(c) ceases to be entitled to any rights of a Member.

4.14 **Withdrawal:** Any Member desiring to withdraw from the District Association shall give not less than 90 days' notice in writing to the District Association. Subject to all membership fees for the current financial year being paid, the Member shall cease to be a Member at the expiry of the District Association's then current financial year or such earlier date as specified by the District Association.

4.15 **Membership fees:**

- (a) Each Member (except for Life Members) shall pay an annual membership fee of such amount as may be recommended by the Board and fixed by Members, at the HYGM. The Board may determine different membership fees for different membership categories.
- (b) The membership fees payable by Associate Members shall be determined by the Board by reference to their activities and the level of support provided to the District Association.
- (c) The membership fees shall be paid in respect of each Individual Member of the Golf Club for which that Golf Club is holding the New Zealand Golf Handicap, including summer, holiday or other short-term members.
- (d) The membership fees payable in respect of Individual Members of a Golf Club under the age of 19 years shall be no more than one half the membership fees for Individual Members aged 19 years or over.
- (e) The membership fees shall be advised in writing by the District Association to Members after the HYGM. If unpaid on the due date, interest may at the discretion of the Board be charged from that date until paid at the rate of 5% per annum above the on-call deposit interest rate of the District Association's bank.
- (f) At the discretion of the Board, all rights of membership of the Members in default shall be suspended until the membership fees are paid.

4.16 **Membership Register:**

- (a) The Board will ensure an up-to-date Member Register is kept and the register must include:
  - (i) each Member's name;
  - (ii) each Member's Contact Details;
  - (iii) the date each person became a Member.
- (b) A Member must provide notice to the District Association of any change to their Contact Details. The Member Register will be updated as soon as practicable after the Board becomes aware of changes in the information recorded in the Member Register.
- (c) Each Golf Club and Golf Facility shall provide in writing to the District Association at the same time and in the same form as it notifies Golf NZ, the number of its members in their respective classes of membership and all membership fees shall be based upon those membership numbers.

## 5. General Meetings

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5.1 **Annual General Meeting:** An AGM must be held once a year at the time, date and place as the Board decides, but not more than 6 months after the balance date of the District Association and not more than 15 months after the previous AGM.

5.2 **Notice of AGM:**

- (a) The Members must be given at least 42 days' notice of the date of the AGM and a request for any notices of motion.
- (b) Notice to Members of an AGM may be given by posting on the District Association's website and/or by e-mail and/or other methods approved by the Board.
- (c) Any notice of motion shall be forwarded to the District Association at least 21 days prior to the AGM and be signed by any two officers of the Physical Club or the Golf Facility.
- (d) Formal notice of the meeting with copies of such reports, previous AGM minutes financial statements, nominees for election and any notices of motion shall be forwarded to each Member at least 14 days prior to the AGM.

5.3 **Business at AGM:**

- (a) Annual plan detailing the work to be addressed by the Board and its Committees in the coming year;
- (b) Reports from the Board and Committees detailing their work over the previous year and referenced to the annual plan;
- (c) Financial statements for the preceding year and budgeted forecasts for the coming year identifying such areas of financial risk as may be relevant;
- (d) Confirmation of the minutes of the previous AGM;
- (e) Notice of any disclosures of conflicts of interest made by Officers including a summary of the matters, or types to which those disclosures relate;
- (f) The election of any Elected Board Members;
- (g) The appointment or announcement of any Appointed Board Members;
- (h) Consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM.

No additional items of business can be voted on other than those set out in the agenda, but the Members who are present and entitled to vote may agree unanimously to discuss other items.

5.4 **Half Yearly General Meeting:**

- (a) A HYGM shall be held in each year on such day as may be fixed by the Board, but in any event is to be held before the end of September.
- (b) The District Association shall give notice of the date of the HYGM to Members at least 42 days prior to the date of the HYGM and request any notices of motion.
- (c) Any notice of motion shall be forwarded to the District Association at least 21 days prior to the HYGM, and be signed by any two officers of the Physical Club or Golf Facility.

- (d) Formal notice of the meeting with copies of such reports, and any notices of motion shall be forwarded to each Member at least 14 days prior to the HYGM.

The purpose of the HYGM is to:

- (e) present the annual programme and allocation of events for the following year;
- (f) give notice and discuss any changes to Competitions or Events organised by the District Association;
- (g) provide updates and to discuss the representative programme;
- (h) set the membership fees for the coming year based on the recommendation of the Board;
- (i) appoint an auditor for the forthcoming year; and
- (j) deal with any other operational matter associated with the District Association.

5.5 **Special General Meeting:** A SGM shall be called by the District Association:

- (a) if it receives a written request stating the purpose of the SGM from the Board itself; or
- (b) on a written requisition by not less than 50% of the Physical Clubs signed by an officer of each Physical Club; or
- (c) in the case of an appeal by a Golf Club suspended or expelled, then by that Golf Club alone,

provided that in each case the requisition shall state the resolution or resolutions to be moved at such SGM.

At least 14 days' notice of any SGM shall be given by the District Association to Members, with the business of the SGM being set out in the notice, together with any resolution or resolutions to be moved.

5.6 **Resolutions outside of General Meetings:** Resolutions outside of General Meetings may be actioned where the Board has decided that the resolution must be decided within 30 days or less. A resolution in writing signed or consented to by email or other electronic means by 75% of Members entitled to vote is valid as if it had been passed at a General Meeting provided the requirements under sections 89 to 92 of the Act are complied with. Any resolution may consist of several documents in the same form each signed by one or more Members. Resolutions outside of General Meetings will be conducted as follows:

- (a) Members shall be given no less than seven (7) days' notice of the resolution to be voted on.
- (b) Voting is undertaken by electronic means (including email) only, where the entitlement for voting is the same as for a General Meeting.
- (c) Where voting is by email, the votes must be received at the email address specified by the Board by the date and time prescribed on the resolution.

5.7 **Notices of Motion:** No motion shall be discussed, or put to the vote, at any General Meeting, unless either:

- (a) Notice of the motion has been given in the notice calling the General Meeting; or

- (b) A resolution passed by at least 75% majority of the Members present at the meeting and entitled to vote determines that such a motion be considered.

5.8 **Errors:** Any irregularity error or omission in notices, agendas and relevant papers for General Meetings or the omission to give notice within the required timeframe or the omission to give notice to all Members and any other error in the organisation of a General Meeting shall not invalidate the meeting nor prevent the General Meeting from considering the business of the meeting provided that:

- (a) the chairperson in their discretion determines that it is still appropriate for the meeting to proceed despite the irregularity, error or omission and
- (b) a motion to proceed is put to the meeting and a majority of 75% votes cast by Members present and entitled to vote is obtained in favour of the motion to proceed.

5.9 **Delegates:**

- (a) Physical Club Delegates must be a financial member of the Physical Club they represent and may not be a Board Member or an employee or contractor of the District Association.
- (b) Golf Facilities Delegates may not be a Board Member or an employee or contractor of the District Association.
- (c) All Delegates must be notified in writing to District Association prior to the meeting.
- (d) The Delegate shall register attendance at the General Meeting by signing the attendance sheet at the commencement of the General Meeting.

5.10 **Procedure at General Meetings:**

- (a) The President, or in their absence, a person nominated by the Board, shall take the chair at all General Meetings. If no such person is present or willing to take the chair, the Members present and entitled to vote shall elect a chair.
- (b) The quorum at all General Meetings shall be Delegates representing not less than 25% of all Golf Clubs and Golf Facilities. The quorum must be present during the General Meeting.
- (c) If a quorum is not met within 30 minutes of the AGM/HYGM scheduled start time the AGM/HYGM is adjourned to a day, time and place set by the chair of the AGM/HYGM. If no quorum is met at the further AGM/HYGM, the Members present, in person 15 minutes after the further AGM/HYGM's scheduled start time are deemed to constitute a valid quorum.
- (d) If a quorum is not met within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.
- (e) The chair of the General Meeting must ensure that prior to any voting being undertaken at a General Meeting all Delegates entitled to vote have signed the attendance register and indicated the number of votes held if more than one.

5.11 **Voting at General Meeting:**

- (a) Except as otherwise provided in this Constitution, at all General Meetings voting shall be by a show of hands. If before, or immediately after, the declaration of the result of a

show of hands, and before the General Meeting proceeds to the next business, a secret ballot is called for by any delegate then the voting on the resolution or resolutions shall be by secret ballot.

- (b) On a show of hands or secret ballot a Delegate or Delegates of a Physical Club present in person, shall have the number of votes assessed as follows:
  - (i) One vote for a Physical Club which has 300 or less Individual Members.
  - (ii) Two votes for a Physical Club who has 301 – 600 Individual Members.
  - (iii) Three votes for a Physical Club who has 601 – 900 Individual Members.
  - (iv) Four votes for a Physical Club who has 901 or more Individual Members.
- (c) For the purposes of Clause 5.11(b) a Physical Club is deemed to have the number of members declared to the District Association.
- (d) On a show of hands or secret ballot a Delegate of a Golf Facility present in person shall have one vote.
- (e) If a secret ballot is duly demanded it shall be taken immediately in such manner as the chair directs. Two scrutineers shall be appointed by the meeting for the counting of votes and the chair shall declare the number of votes cast for and against as notified by the scrutineers.
- (f) The chair shall declare the motion either carried or lost and following the declaration of the result the ballot papers shall be destroyed.
- (g) A declaration by the chair that a resolution has been carried, or lost, and an entry to that effect in the minutes of the General meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against the resolution.
- (h) In the event of an equality of votes, the chair shall have a casting vote.

## 6. The Board

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6.1 **Functions and Powers:** Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution and Bylaws, the Board must manage, direct or supervise the operation and affairs of the District Association and has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of the District Association.

### 6.2 **Composition:**

- (a) The elected Board shall comprise the President and up to six Officers (“**Elected Board Members**”).
- (b) In addition, the Board may appoint a maximum of two independent Officers (“**Appointed Board Members**”), who shall attend all Board meetings with full speaking and voting rights.
  - (i) When considering an Appointed Board Member's appointment, the Board shall discuss their qualities, skills, experience, and ability to contribute to the Board from a written reference submitted by the appointee.

- (ii) An Appointed Board Member must have no material or pecuniary relationship with the District Association or its Members, except for any Appointed Board Member fees that may be paid.
- (c) No person may serve on the Board for more than eight consecutive years except by Ordinary Resolution of Members at the AGM. Each term shall commence at the conclusion of the AGM at which they are elected and conclude at the conclusion of the AGM at which the term expires.
- (d) The President shall:
  - (i) chair General Meetings;
  - (ii) perform such ceremonial duties as required;
  - (iii) liaise with Golf Clubs, Golf Facilities, Associate Members and Life Members; and
  - (iv) represent the District Association at all forums of Golf NZ.
- (e) The President shall hold office for a term of one year but shall be eligible for re-election.
- (f) Officers shall hold office for a term of two years but shall be eligible for re-election.
- (g) Appointed Board Members shall hold office for a term of one year or two years determined by the Board at the time of appointment.
- (h) Should the Board appoint an Appointed Board Member for a term greater than one year under clause 6.2(b), the appointment is subject to the ratification by Ordinary Resolution of Members at the next AGM.
- (i) The following persons shall not be eligible to stand for election to the Board or to be an Officer:
  - (i) An employee or independent contractor in the nature of an employee of the District Association.
  - (ii) A person who has been removed as a Board Member following a process under this Constitution.
  - (iii) A person who is disqualified from being elected, appointed or holding office as a Board Member under section 47 of the Act.

### 6.3 **Election of Board Members:**

- (a) All Elected Board Members shall be elected by the Delegates at the AGM.
- (b) The Board must call for nominations for the position of President and/or elected Board Members, that are to be vacated at an AGM, at least 42 days before the AGM.
- (c) The Board must give notice of the nominations to all Members at least 21 days before the AGM.
- (d) Nominations for the position of President or Elected Board Member must be:

- (i) signed by the nominating Physical Club or Golf Facility and the seconding Physical Club or Golf Facility;
  - (ii) in writing on the prescribed form provided for the purpose;
  - (iii) certified by the nominee:
    - (1) expressing their consent and a willingness to accept a position as a President or Elected Board Member; and
    - (2) that they are not disqualified from being elected, appointed or holding office as a Board Member by this Constitution or under section 47 of the Act;
  - (iv) accompanied by the nominee's statement of credentials focusing on the personal qualities, skills and experience that the nominee believes will enable them to execute the position for which they have been nominated.
- (e) If a person stands for election for more than one of the positions of President and Elected Board Member, the election for President shall be determined first. If a person is successful in the election for President, then that person shall be ineligible for election as an Elected Board Member.
- (f) In the event of insufficient nominations or just sufficient nominations being made for the available positions, then those nominated shall be declared elected without a ballot.
- (g) If the number of candidates is greater than the number of positions for President or Elected Board Member a secret ballot is to be held, and the following procedure applied:
- (i) Ballot papers shall be issued to Delegates at the AGM with one ballot paper for each voting entitlement held by the Golf Club.
  - (ii) The AGM shall appoint two scrutineers to count the votes and report the result of their count to the chair of the AGM.
  - (iii) In the event of a tie in the voting a further vote will be held between the tied nominees.
  - (iv) The results of the ballot and the number of votes cast for each candidate shall be declared at the meeting by the chair of the meeting and the voting papers destroyed.

6.4 **Casual Vacancies on the Board:** Whenever a Casual Vacancy occurs on the Board, whether as a result of insufficient positions being filled at an AGM or otherwise, the Board may appoint persons to fill the vacant position(s) until the next AGM, or to correspond with the term in respect of whom the vacancy(ies) occurred or to leave the position(s) vacant until the next AGM. In selecting a person, the Board must have regard to the personal qualities, skills and experience of the candidate and their ability to contribute to the Board.

6.5 **Suspension of Board Member:** If any Board Member is or may be the subject of an allegation, notice or charge described in clause 6.2(i) or any circumstances arise in relation to a Board Member which are or may be of concern to the Board, the remaining Board Members may by Special Resolution suspend the Board Member from the Board and set conditions it requires pending the final determination of the allegation, notice, charge or circumstances.

Before imposing any suspension, the Board Member must be given at least 24 hours' notice of the suspension

6.6 **Removal of Board Member:** The Board may, by Special Resolution, remove any Board Member from the Board before the expiry of their term of office if the Board considers the Board Member concerned:

- (a) has seriously breached duties under this Constitution or the Act; or
- (b) is no longer a suitable person to be a Board Member; or
- (c) is involved with, interested in, or otherwise closely connected to a person or activity which has or may bring the District Association or Golf into disrepute, or which may be prejudicial to the Purposes or the interests of the District Association and/or Golf if they remain as a Board Member.

The Board Member who is the subject of the motion is counted for the purpose of reaching a quorum but will not participate in the vote on the motion.

Before considering a motion for removal, the Board Member who is the subject of the motion must be given:

- (d) notice that a Board Meeting is to be held to discuss the motion to remove the Board Member; and
- (e) adequate time to prepare a response; and
- (f) the opportunity prior to the Board Meeting to make written submissions; and
- (g) the opportunity to be heard at the Board Meeting.

6.7 **Board Member ceasing to hold office:** A person ceases to be a Board Member if:

- (a) their term expires.
- (b) the person resigns by delivering a signed notice of resignation to the Board.
- (c) the person is removed from office under this Constitution.
- (d) the person becomes disqualified from being an Officer under section 47(3) of the Act.
- (e) the person dies.

6.8 **Chair of the Board:** The President, or in their absence the chair of the AGM, shall call for a Board Meeting to be convened as soon as practicable following the AGM to elect from amongst their number the Chair of the Board as follows:

- (a) The President, or in their absence, the chair of the AGM, shall chair the meeting and call for nominations from Board Member's for the position of Chair.
- (b) On receiving all nominations, if the President is nominated then they must vacate the chair of the meeting, and the Board elect a person who has not been nominated to assume the chair of the meeting.
- (c) The vote for Chair shall be taken by one vote for each Board Member present, and in the event of an equality of votes, the chair of the meeting shall have a second and deciding vote.

- (d) In the event there are more than two nominations for the position of Chair, the person who receives the lowest number of votes is eliminated and the vote retaken with the remaining candidates, unless one candidate receives the majority of the votes prior to the chair's deciding vote.
- (e) The candidate receiving the majority of votes from the Board Members present shall be the Chair of the Board.

The Chair in addition to any other role on the Board shall:

- (f) Chair all meetings of the Board at which they are present.
- (g) Substitute for the President when the President is unavailable for any of their duties.
- (h) Represent the District Association at all forums of Golf NZ.

#### 6.9 **Board Meetings:**

- (a) At least six Board meetings are to be held each year.
- (b) A meeting of the Board is to be convened:
  - (i) As the Board resolves; or
  - (ii) As the Chair of the Board directs; or
  - (iii) If a request for a meeting is made in writing to the President by two or more Board Members.
- (c) The quorum for a Board meeting is a majority of Board Members. Any Board Member may be counted for the purposes of a quorum, participate in any Board meeting and vote on any proposed resolution at a meeting without being physically present. This may occur at a Board meeting by audio or audio visual link or other electronic communication provided that all persons participating in the Board meeting can hear each other effectively and simultaneously.
- (d) At its first meeting following an AGM, the Board must elect a Chair in accordance with clause 6.8. The role of the Chair is to chair meetings of the Board. If the Chair is unavailable, another Board Member must be appointed by the Board to undertake the Chair's role during the period of unavailability.
- (e) Each Board Member has one vote on all motions. Voting is by voice or on the request of any Board Member by a show of hands or by ballot. Proxy voting and postal votes are not permitted. Voting by electronic means is permitted. If there is an equality of votes, the Chair does not have a casting vote.
- (f) A resolution in writing signed or consented to by email or other electronic means by a majority of Board Members is valid as if it had been passed at a Board Meeting. Any resolution may consist of several documents in the same form each signed by one or more Board Members.
- (g) The Board may invite any person to be present at and speak at a particular Board meeting.
- (h) Subject to this Constitution, the Board is to determine its own procedures in relation to its meetings.

- (i) Any Board Member who fails to attend two consecutive meetings of the Board without leave of absence may be removed if so resolved by the Board at a subsequent meeting. A resolution removing a Board Member shall not be put to the vote until the Board Member has been given the opportunity to be heard.

## **7. Obligations and Duties of Officers**

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### **7.1 An Officer:**

- (a) when exercising powers or performing duties an Officer, must act in good faith and in what the Officer believes to be in the best interests of the District Association;
- (b) must exercise power as an Officer for a proper purpose;
- (c) must not act, or agree to the District Association acting, in a manner that contravenes the Act or this Constitution;
- (d) when exercising powers or performing duties as an Officer must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances, taking into account, but without limitation the nature of the District Association, the nature of the decision and the position of the Officer and the nature of the responsibilities undertaken by them;
- (e) must not agree to the activities of the District Association being carried on in a manner likely to create a substantial risk of serious loss to the District Association's creditors or cause or allow the activities of the District Association to be carried on in a manner likely to create a substantial risk of serious loss to the District Association's creditors;
- (f) must not agree to the District Association incurring an obligation unless the Officer believes at that time on reasonable grounds that the District Association will be able to perform the obligation when it is required to do so; and
- (g) when exercising powers or performing duties as an Officer may rely on reports, statements, and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:
  - (i) an employee whom the Officer believes on reasonable grounds to be reliable and competent in relation to the matters concerned;
  - (ii) a professional adviser or expert in relation to matters that the officer believes on reasonable grounds to be within the person's professional or expert competence;  
or
  - (iii) any other Officer or subcommittee of Officers on which the Officer did not serve in relation to matters within the Officer's or subcommittee's designated authority,if the Officer acts in good faith, makes proper inquiry where the need for inquiry is indicated by the circumstances, and has no knowledge that the reliance is unwarranted.

## **8. Interests**

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- 8.1 **Register of interests:** The Board must keep a register of interest disclosures made by Officers.

- 8.2 **Duty to disclose interest:** An Officer who is Interested in a Matter relating to the District Association must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Board, as soon as practicable after the Officer becomes aware that they are interested in the Matter and include it in the register of interests.
- 8.3 **Consequences of being interested:** A Board Member who is Interested in a Matter:
- (a) must not vote or take part in a decision of the Board relating to the Matter, unless all non-interested Board Members consent;
  - (b) must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Board Members consent;
  - (c) must not take part in any Board discussion relating to the Matter or be present at the time of the Board decision, unless all non-interested Board Members consent;
  - (d) may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.
- 8.4 **Notice of failure to comply:** The Board must notify Members of a failure to comply with section 63 or 64 of the Act, and of any transactions affected, as soon as practicable after becoming aware of the failure.

## 9. **General Manager**

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- 9.1 **General Manager Role:** A Board may engage/employ a General Manager. The General Manager is under the direction of the Board and is responsible for the day-to-day management of the affairs of the District Association under this Constitution and the Bylaws and within any delegated authority from the Board.
- 9.2 **Board Involvement:** The General Manager may attend Board meetings on and when required by the Board but has no voting rights.

## 10. **Board Committees**

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- 10.1 The Board may establish such Committees, and co-opt persons not being Board Members to be members of such Committees, as it considers necessary. Every Committee so established is to be chaired by a Board Member and may include more than one Board Member.
- 10.2 The Board may determine, in writing, conditions for the operating of a Committee including the duration of its appointments and its powers.
- 10.3 Standing Committees of the Board shall be:
- (a) Match Committee;
  - (b) Golf Development Committee; and
  - (c) Finance Committee.
- 10.4 Committees have no power to delegate the powers delegated to it by the Board.

## 11. Special Procedure for Conduct of Business

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- 11.1 **Meeting procedure:** Subject to this Constitution, the Board or a Committee may conduct its meetings as it considers appropriate and may permit a member of the Board or the relevant Committee to take part by audio or visual link provided that all other members of the meeting can hear all other persons participating in the meeting.
- 11.2 **Resolution in writing:** A resolution in writing signed or assented to by any form of viable or other electronic communication by all the members of the Board or Committee for the time being present shall be as valid and effectual as if it had been passed at a meeting of the Board or Committee duly convened and held.
- 11.3 **Minutes:** Where a meeting of the Board or a Committee is held:
- (a) The holding of the meeting and the business transactions are to be recorded as minutes.
  - (b) The minutes are to be placed on the agenda of the next normally constituted meeting of the relevant body for confirmation as if the meeting was a normally constituted meeting.
  - (c) Minutes of a meeting, when signed as a correct record by the chair of the meeting at which the minutes are confirmed, are evidence of the matters stated in those minutes.
- 11.4 **Circulation of minutes:** Minutes confirmed for circulation will be made available to Members online or circulated electronically to all Members as soon as reasonable after a Board or Committee meeting. Some items deemed sensitive may not be included at the discretion of the Board or the relevant Committee.

## 12. Finances

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- 12.1 **Control and Management of Finances:** The funds and property of the District Association are controlled, invested and disposed of by the Board, subject to this Constitution; and devoted solely to the promotion of the Purposes.
- 12.2 **Balance Date:** The District Association's balance date is 31 December or on a date as the Board decides.
- 12.3 **Audit or Review of Financial Statements:** If required by law or by the Board, the District Association's financial statements must be audited or reviewed each year and the audited or reviewed financial statements must be submitted to the AGM. The auditor or reviewer will be appointed by the Board and ratified at the AGM.
- 12.4 **No Personal Benefit:** The Officers and Members may not receive any distributions of profit or income from the District Association. This does not prevent Officers or Members:
- (a) receiving reimbursement of actual and reasonable expenses incurred, or
  - (b) entering into any transactions with the organisation for goods or services supplied to or from them, which are at arms' length, relative to what would occur between unrelated parties
- provided no Officer or Member is allowed to influence any such decision made by the District Association in respect of payments or transactions between it and them, their direct family or any associated entity.

## 12.5 **Property and Funds and Prohibition of Pecuniary Profit:**

- (a) The property and funds of the District Association shall be applied solely towards the promotion of the Purposes in such manner as the Board determines. All moneys received by or on behalf of the District Association shall be paid into a bank account with a New Zealand licensed bank in a New Zealand denominated bank account, such bank as the Board determines. All expenditure shall be paid from the District Association's account.
- (b) All expenditure must be signed or authorised in accordance with requirements established by the Board but in the absence of such requirements, then by any two signatories authorised by the Board.

## 13. **Indemnity and Insurance**

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- 13.1 **Indemnity:** The District Association may indemnify its current and former Officers, Members and employees as permitted by section 96 of the Act excluding indemnity for criminal liability or a liability that arises out of a failure to act in good faith and in what the Officer, member, or employee believes to be the best interests of the organisation.
- 13.2 **Insurance:** With the prior approval of its Board, the District Association may affect insurance for its current and former Officers, Members and employees as permitted by section 97 of the Act. The Officers who vote in favour of authorising the insurance must sign a certificate stating that, in their opinion, the cost of affecting the insurance is fair to the District Association as required by section 97 of the Act.
- 13.3 **Indemnity for Officers:** The District Association is authorised to indemnify an Officer under section 96 of the Act or effect insurance for an Officer under section 97 of the Act for the following matters:
  - (a) liability (other than criminal liability) for a failure to comply with a duty under sections 54 to 61 of the Act or any other duty imposed on the Officer in their capacity as an Officer; and
  - (b) costs incurred by the Officer for any claim or proceeding relating to that liability.

## 14. **Amendments**

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- 14.1 **Amendments:** This Constitution may only be amended or replaced by a Special Resolution of Members present and entitled to vote at a General Meeting.
- 14.2 **No amendment:** No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals.
- 14.3 **Minor effect or technical alteration:** If an amendment to this Constitution would have no more than a minor effect or is to correct errors or make similar technical alterations, then the Board may give notice of the amendment to every Member stating the text of the amendment and the right of Members to object to the amendment. If the Board does not receive any objections from Members within 20 Working Days after the date on which the notice is sent, or any longer period of time that the Board decides, then the Board may make that amendment. If it does receive an objection, then the Board may not make the amendment.

## 15. Bylaws

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- 15.1 The Board may make and amend Bylaws for the conduct and control of the District Association's activities and codes of conduct applicable to Members. Any Bylaw must be consistent with this Constitution, the Purposes, the constitution of Golf NZ, the Act and any other laws. All Bylaws are binding on the District Association and the Members. The making, amendment, revocation, or replacement of a Bylaw is not an amendment of this Constitution.

## 16. Integrity

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- 16.1 **Definition:** In this clause 16 **Integrity Code** means an integrity code issued by the Integrity Sport and Recreation Commission under section 19 of the Integrity Sport and Recreation Act 2023.
- 16.2 **Integrity Code binding:** If Golf NZ adopts an Integrity Code, the District Association is bound by the Integrity Code.
- 16.3 **Application to Members:** If Golf NZ adopts an Integrity Code, all Members of the District Association agree to the application of the Integrity Code to them and agree to be bound by it and must include a similar clause in their constitutions to bind their members.

## 17. Dispute Resolution

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- 17.1 Definitions: In this clause 17:
- (a) **Dispute** means a disagreement or conflict between and among any one or more Members, any one or more Officers and the District Association, that relates to an allegation that:
    - (i) a Member or an Officer has engaged in misconduct; or
    - (ii) a Member or an Officer has breached, or is likely to breach, a duty under this Constitution or the Act; or
    - (iii) the District Association has breached, or is likely to breach, a duty under this Constitution or the Act; or
    - (iv) a Member's rights or interests as a member have been damaged or a Members' rights or interests generally have been damaged;
  - (b) **Disputes Procedure** means the procedure for resolving a Dispute set out in clauses 17.5 – 17.13
  - (c) a **Member** is a reference to a Member acting in their capacity as a Member;
  - (d) an **Officer** is a reference to an Officer acting in their capacity as an Officer.
- 17.2 **Application of Other Legislation to a Dispute:** The Disputes Procedure will not apply to a Dispute to the extent that other legislation requires the Dispute to be dealt with in a different way. The Disputes Procedure will have no effect to the extent that it contravenes, or is inconsistent with, that legislation.
- 17.3 **Application of Other Procedures under this Constitution or in a Bylaw:** If the Dispute is dealt with by a separate procedure under this Constitution or in a Bylaw that Other Procedure

applies to the exclusion of the Disputes Procedure. If any part of the Other Procedure is inconsistent with the rules of natural justice, that part will not apply, but the remainder of the Other Procedure will continue to apply together with adjustments as determined by the Board in its discretion so that the Other Procedure is consistent with the rules of natural justice.

If the conduct, incident, event or issue does not meet the definition of a Dispute and is managed by any Other Procedure, that Other Procedure applies to the exclusion of the Disputes Procedure.

17.4 **Application of the Disputes Procedure:** If the Dispute is not required by other legislation to be dealt with in a different way and it is not dealt with by any Other Procedure, the Disputes Procedure applies to the Dispute.

17.5 **Disputes Procedure:**

(a) **Raising a complaint:** A Member or an Officer may start the Disputes Procedure (a **Complaint**) by giving written notice to the Board setting out:

- (i) the allegation to which the dispute relates and who the allegation is against; and
- (ii) any other information reasonably required by the District Association.

(b) The District Association may make a Complaint involving an allegation against a Member or an Officer by giving notice to the person concerned setting out the allegation to which the Dispute relates.

(c) The information given must be enough to ensure a person against whom the Complaint is made is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.

17.6 **Investigating and Determining Disputes:** Unless otherwise provided, the District Association must as soon as is reasonably practicable after receiving or becoming aware of a Complaint, ensure the Dispute is investigated and determined. Disputes must be dealt with in a fair, efficient, and effective manner.

17.7 **Decision to Not Proceed with a Matter:** Despite the contents of the Disputes Procedure, the District Association may decide not to proceed with a matter if:

- (a) the Complaint is trivial; or
- (b) the Complaint does not appear to disclose or involve any allegation of the following kind:
  - (i) any material misconduct; or
  - (ii) any material breach or likelihood of material breach of a duty under this Constitution or the Act; or
  - (iii) any material damage to a Member's rights or interests or Members' rights or interests generally;
- (c) the Complaint appears to be without foundation or there is no apparent evidence to support it; or
- (d) the person who makes the Complaint has an insignificant interest in the matter; or

- (e) the conduct, incident, event, or issue giving rise to the Complaint has already been investigated and dealt with under this Constitution; or
- (f) there has been an undue delay in making the Complaint; or
- (g) the Complaint involves two Members who are also members of a society/corporate body which is also a Member of the District Association (**Member X**) and the Complaint has either been dealt with by Member X or is required to be, pursuant to the dispute resolution procedures of Member X.

17.8 **Complaint may be Referred:** The District Association may refer a Complaint to:

- (a) a hearing body or person authorised, delegated or appointed by the Board to hear and resolve Disputes, and includes an arbitral tribunal (**Hearing Body**); or
- (b) a subcommittee or an external person to investigate and report; or
- (c) any type of consensual dispute resolution with the consent of all parties to the Complaint.

17.9 **Hearing Body:** The Board may determine the composition, jurisdiction, functions and procedures of, and any sanctions which can be imposed by, any Hearing Body. Each Hearing Body has delegated authority by the Board to resolve, or assist to resolve, Complaints.

17.10 **Bias:** An individual may not be a decision maker in relation to a Complaint if two or more members of the Board or of the Hearing Body (if there is one) consider there are reasonable grounds to believe that the individual may not be:

- (a) impartial; or
- (b) able to consider the matter without a predetermined view.

17.11 **Complainant's Right to be Heard:**

- (a) The Member or Officer or their advocate has a right to be heard before the Complaint is resolved or any outcome is determined. If the District Association makes a Complaint, the District Association has a right to be heard before the Complaint is resolved or any outcome is determined, and a Board Member may exercise that right on behalf of the District Association.
- (b) A Member or Officer or the District Association must be taken to have been given the right if:
  - (i) the Member or Officer or their advocate or the District Association has a reasonable opportunity to be heard in writing or at an oral hearing, if one is held; and
  - (ii) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
  - (iii) an oral hearing, if any, is held before the decision maker; and
  - (iv) the Member's or Officer's or their advocate or District Association's written statement or submission, if any, are considered by the decision maker.

- 17.12 **Respondent's Right to be Heard:** The Member or Officer or their advocate who, or the District Association which, is the subject of the Complaint (**Respondent**) has a right to be heard before the Complaint is resolved or any outcome is determined. If the Respondent is the District Association, a Board Member may exercise the right on behalf of the District Association. A Respondent must be taken to have been given the right if:
- (a) the Respondent is fairly advised of all allegations concerning the Respondent, with sufficient details and time given to enable the Respondent to prepare a response; and
  - (b) the Respondent has a reasonable opportunity to be heard in writing or at an oral hearing, if one is to be held; and
  - (c) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
  - (d) an oral hearing, if any, is held before the decision maker; and
  - (e) the Respondent's written statement or submissions, if any, are considered by the decision maker.
- 17.13 **Appeals:** There is no right of appeal or right of review of a decision unless specified.

## 18. General

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### 18.1 Liquidation and Removal:

- (a) **Notice:** The Board must give notice to all Members at least 20 Working Days of a proposed motion:
  - (i) to appoint a liquidator; or
  - (ii) to remove the District Association from the Register of Incorporated Societies; or
  - (iii) for the distribution of the District Association's surplus assets.
- (b) The notice must comply with section 228 of the Act and include details of the General Meeting at which the proposed motion is to be considered.
- (c) Written notice of the resolution must be sent to every Member at least 20 Working Days before the General Meeting at which the resolution is to be submitted. The notice must state:
  - (i) the time and place of the meeting;
  - (ii) the nature of the business to be transacted at the meeting in sufficient detail to enable a Member to form a reasoned judgement in relation to it;
  - (iii) the text of the resolution;
  - (iv) for a resolution under section 216(1)(c) of the Act (disposing surplus assets), a statement confirming that the Board has had regard to the District Association's purposes.
- (d) **Special resolution:** Any resolution for a motion set out in clauses 18.1(a)(i) to (iii) above must be passed by Special Resolution of Members present and entitled to vote.

(e) **Surplus assets:** In the event of the winding up of the District Association, if there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the surplus shall not be paid or distributed amongst the Members, but shall be given to some other not for profit entity or entities associated with golf within the District, or failing that, any other not for profit entity or entities associated with sport within the District.

18.2 **Matters not Provided For:** If any matter arises that, in the opinion of the Board, is not provided for in this Constitution or any Bylaws, or if any dispute arises out of the interpretation of this Constitution or the Bylaws, the matter or dispute will be determined by the Board and shall be binding upon Members unless and until set aside by resolution of a General Meeting.

## 19. **Transition**

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This clause applies to facilitate transition of the District Association from the previous constitution to this Constitution. If this clause is inconsistent with any other clause in this Constitution, this clause applies to the extent of the inconsistency and the other clause will not.

19.1 **Power of Board during transition period:** Subject to the Act, the Board may amend any requirement for and/or the date by which this Constitution requires anything to be done. This clause applies for 10 months and is solely to enable flexibility in the transition of the District Association from the previous constitution to this Constitution and to correct any unintended consequences occurring through different wording being used.

19.2 **Transition of Members:** The members of the District Association under the previous constitution continue as Members under, and subject to, this Constitution until the end of the current membership year.