

NEW ZEALAND GOLF INCORPORATED

Incorporated Society No. 215490

Constitution

Adopted at the Annual General Meeting held on 30
April 2019

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NEW ZEALAND GOLF INCORPORATED

CONSTITUTION

PART I - NAME, PURPOSES, POWERS

1. Name

- 1.1 The name of the incorporated society is "New Zealand Golf Incorporated". It may be referred to as "New Zealand Golf" or "NZ Golf".

2. Registered Office

- 2.1 The registered office of NZ Golf shall be at such location as may be determined by the Board from time to time.

3. Status

- 3.1 **Legal:** NZ Golf is an incorporated society established under the Incorporated Societies Act 1908.
- 3.2 **Controlling Body in NZ:** NZ Golf is the controlling body in New Zealand for the sport of Golf and is recognised as such by the IGF, R&A, Sport NZ and NZOC.
- 3.3 **IGF Member Federation:** NZ Golf is the national member federation of IGF for New Zealand. As such, NZ Golf must observe the IGF Rules and decisions of IGF.
- 3.4 **R&A:** NZ Golf is authorised by R&A to use and enforce the Rules of Golf and the Rules of Amateur Status and Equipment Standards in New Zealand.

4. Purposes

- 4.1 The primary purpose of NZ Golf is to be the national body in New Zealand to promote, develop, enhance and protect the sport of Golf mainly as an amateur sport for the recreation and entertainment of the general public in New Zealand.
- 4.2 The primary purpose in Rule 4.1 will be achieved by the following subsidiary purposes to:
- a. encourage and support District Associations, Golf Clubs, Golf Facilities, and other Members to administer, promote, develop and deliver the sport of Golf throughout New Zealand;
 - b. organise and deliver education, training, coaching, including qualifications, at all levels of the game, whether amateur or professional;
 - c. assist and support the profession of golf to grow and develop all aspects of the sport of Golf;
 - d. encourage participation in Golf at all levels by males and females of all playing levels and ages, throughout New Zealand through programmes, activities and competitions including those which improve the health and well-being of the participants;

- e. establish, manage, control and supervise national and international competitions, tournaments, and Golf events in New Zealand including those which provide pathways to tournaments, tours and competitions internationally;
- f. develop and implement programmes to support the development of golfers to represent New Zealand and to compete and succeed in Golf on the world stage;
- g. establish and enforce the Rules of Golf and all other rules and regulations governing Golf in New Zealand;
- h. develop and train officials, coaches, administrators and other personnel involved in Golf;
- i. develop and implement programmes, activities, systems and procedures to promote and facilitate the efficient organisation and administration of Golf in New Zealand including technology and systems such as a national handicap system;
- j. organise, promote, and select all New Zealand representative golfers playing within or outside New Zealand including those attending the Olympic Games, IGF events, APGC events, invitational competitions and other international events;
- k. encourage the development of turf management and the improvement of Golf facilities in New Zealand;
- l. encourage, educate and promote Golf as a sport which is inclusive, promotes the health and safety of its participants, respects the principles of fair play and protects the clean athletes;
- m. protect the integrity of the sport of Golf and NZ Golf by developing and enforcing standards of conduct, ethical behaviour and implementing good governance;
- n. maintain membership of the IGF, and the APGC, and recognition by R&A of NZ Golf as the governing body for Golf in New Zealand, and liaise with other national and international Golf organisations;
- o. maintain membership of the NZOC, and recognition by Sport NZ and HPSNZ of NZ Golf as the governing body for Golf in New Zealand, and liaise with other national and international sports organisations; and,
- p. be an active part of, and support the development of, the golf industry in New Zealand.

5. Powers

- 5.1 NZ Golf shall have all the powers of a natural person that are necessary to enable it to carry out its Purposes, in accordance with this Constitution, including the power to:
- a. make, alter, rescind and enforce this Constitution, and any Regulations, rules, policies or procedures for the governance, management and operation of NZ Golf;
 - b. enforce the R&A Rules including the Rules of Golf and to make, alter and enforce such additional rules, playing conditions and regulations as it sees fit for playing Golf in New Zealand;
 - c. admit, withdraw, suspend and terminate its Members;
 - d. establish a Board, commissions, committees, forums, and other groups and to delegate any of its powers and functions to such groups;
 - e. enter into, manage, and terminate contracts, agreements or other arrangements as it considers fit;

- f. employ, engage, manage and terminate employees, contractors, volunteers, agents and others to undertake work for it or on its behalf;
- g. select golfers and officials to represent New Zealand at international tournaments, competitions and events;
- h. develop, implement and enforce rules against Members and other persons under the jurisdiction of NZ Golf and to resolve disputes involving Members, including establishing hearing bodies, taking disciplinary action and imposing sanctions;
- i. purchase, lease, hire or otherwise acquire, hold, manage, maintain, insure, or otherwise deal with any real or personal property and other rights, privileges and licences;
- j. invest, lend, advance or otherwise deal with monies and secure the payment of such monies with or without charges, or guarantees;
- k. borrow, loan or raise monies and provide undertakings and securities, by way of mortgage, charge or other security, over all or part of any of its property and enter into guarantees;
- l. sell, gift, lease, mortgage, charge, call in, convert or otherwise dispose of any real or personal property of NZ Golf and grant such rights and privileges over such property as it considers appropriate;
- m. raise and receive real or personal property (including monies) through gifts, donations, subscriptions, fees, grants, subsidies, levies, user charges, sponsorship, fundraising, government funding, other financial contributions or otherwise;
- n. produce, develop, create, own, licence and otherwise exploit, use and protect its Intellectual Property;
- o. publish, advertise, disseminate and otherwise communicate information in any media or medium as it sees fit to fulfil the Purposes;
- p. establish, maintain and have an interest in corporate or other entities whose activities or purposes are similar to those of NZ Golf, or for any purpose designed to benefit NZ Golf or Golf in New Zealand;
- q. purchase or otherwise acquire all or any part of the property, assets and liabilities of any one or more companies, institutions, trusts, incorporated societies or organisations whose activities or purposes are similar (in whole or in part) to those of NZ Golf, or with which NZ Golf is authorised to merge or amalgamate, or for any purpose designed to benefit NZ Golf or Golf in New Zealand;
- r. establish, acquire, carry on or participate in any business or enterprise, which fulfils the Purposes of NZ Golf (whether in whole or in part);
- s. be a member of, or maintain an association with, IGF and contribute to the promotion of IGF, R&A, APGC and international Golf generally;
- t. be a member of, affiliate or be associated in any other way with, any other organisation which has purposes which are similar, in whole or in part, to the Purposes of NZ Golf;
- u. construct, maintain and alter any buildings, premises or facilities and carry out works it considers necessary or desirable for the improvement of such buildings, premises or facilities;
- v. award, grant or otherwise honour achievement in and service to Golf and NZ Golf; and,

w. do any other acts or things which further the Purposes of NZ Golf, provided that the above powers shall not limit the rights and powers of NZ Golf as an incorporated society under the Incorporated Societies Act 1908.

5.2 **Purposes and Powers Independent:** Each of the Purposes and Powers set out in Rules 4 (Purposes) and 5 (Powers) are independent purposes and powers of NZ Golf. They are to be construed independently of one another and are not to be limited by reference to any other Purpose or Power specified in this Constitution.

5.3 **Amateur Golf:** NZ Golf is incorporated for the purpose of mainly promoting amateur Golf for the recreation and entertainment of the general public in New Zealand. The capacity of NZ Golf to carry on any business or activity, or to do any act, or enter any transaction is restricted to any business, activity, act or transaction carried on, undertaken, done or entered into for the purposes of seeking to achieve this purpose or which is conducive or incidental to this purpose. Such incidental activities or those which are conducive to this purpose, may include undertaking Golf activities and events in which golfers are paid to participate, and to exploit NZ Golf's Intellectual Property and seek sponsorship.

PART II - MEMBERSHIP

6. Categories of Members

- 6.1 **Members:** The Members of NZ Golf shall be:
- a. District Associations, as Voting Members (as described in Rule 8);
 - b. The following Non-Voting Members:
 - i. Golf Clubs (as described in Rule 9);
 - ii. Golf Facilities (as described in Rule 10);
 - iii. Individual Members (as described in Rule 11);
 - iv. Life Members (as described in Rule 12);
 - v. Associated Organisations (as described in Rule 13).

7. Members' General Obligations

- 7.1 Every Member agrees:
- a. that this Constitution constitutes a contract between each of them and NZ Golf and they are bound by this Constitution and the Regulations;
 - b. to comply with and observe this Constitution and the Regulations and any standards, resolutions, decisions or policies, including (but not limited to) any codes or rules, which may be made or passed by the Board;
 - c. to be subject to the jurisdiction of NZ Golf;
 - d. that this Constitution and the Regulations are necessary and reasonable for promoting the Purposes of NZ Golf;
 - e. to only use the Intellectual Property of NZ Golf in accordance with this Constitution, the Regulations and any agreement with NZ Golf;
 - f. to act in good faith and with loyalty to NZ Golf to ensure the maintenance and enhancement of NZ Golf and its reputation, and to do so for the collective and mutual benefit of the Members; and,
 - g. to do all that is reasonably necessary to enable the Purposes of NZ Golf to be achieved.

8. District Associations

- 8.1 **New District Association:** Subject to Rule 40.1 (Existing Members), any five (5) or more Golf Clubs (which are Members of NZ Golf) formed as an incorporated society to promote Golf for male and females in a geographical area within New Zealand may apply to be a Member as a District Association. Such application (which shall include the rules of the applicant) shall be made to the Board with such supporting documentation as required by the Board. The Board shall decide in its discretion whether to admit the applicant as a District Association including its boundaries and any consequential adjustment to the boundaries of any other District Association.

- 8.2 **Boundaries:** The boundaries of each District Association, within which it has jurisdiction to carry out its purposes, shall be decided by the Board and may only be amended by the Board.
- 8.3 **Amalgamation of District Associations:** In the event that two or more District Associations wish to merge or otherwise amalgamate into one District Association, or to be dissolved, the District Associations seeking to merge, amalgamate or dissolve, shall apply to the Board for prior approval to undertake such merger, amalgamation or dissolution.
- 8.4 **Duration of Membership:** Membership of NZ Golf by a District Association shall commence upon admission as a member and continue indefinitely, unless:
- a. there is default in payment of any Membership Fee or other fees due to NZ Golf by the District Association by the due date, in accordance with Rule 16.2 (Default in Payments);
 - b. the District Association resigns its membership of NZ Golf in accordance with this Constitution; or,
 - c. the District Association is suspended or terminated from Membership by NZ Golf in accordance with this Constitution.
- 8.5 **District Association Obligations:** In addition to its obligations as a Member under Rule 7 (Members' General Obligations), each District Association shall:
- a. administer, promote and deliver Golf in its District in accordance with its constitution and rules, which rules shall be in conformity with the purposes of NZ Golf, this Constitution and the Regulations;
 - b. be an incorporated society in compliance with the Incorporated Societies Act 1908, with a name approved by the Board;
 - c. only have as its members Individual Members residing, or entities situated, in the District, which are Members of NZ Golf including Golf Clubs and Golf Facilities;
 - d. allow both male and females to be Individual Members of the District Association, and only permit entities (including Golf Clubs and Golf Facilities) which allow both male and females to be Members of the District Association, unless an exemption is granted to the District Association by the Board (which exemption may only be permitted for a transition period decided by the Board);
 - e. maintain a register of its members in accordance with the law and provide or facilitate access to its register of members by NZ Golf to ensure the NZ Golf Member register is up to date;
 - f. adopt a constitution which is consistent with and complies with this Constitution and provide a copy to NZ Golf on request and following any amendments made to it;
 - g. continue to comply with the criteria to be a District Association described in Rule 8.1 (New District Association);
 - h. pay any Membership Fee to NZ Golf in accordance with Rule 14 (Membership & Other Fees);
 - i. only use the Intellectual Property of NZ Golf in accordance with this Constitution, the Regulations and any agreement with NZ Golf;
 - j. submit to NZ Golf upon request the name and contact details of its officers, its annual financial statements and such other information as requested by the Board;

- k. appoint a Delegate, in accordance with this Constitution, to represent it at General Meetings of NZ Golf and Forums;
- l. fully complete and submit to NZ Golf by the date prescribed each year, an annual return containing such information as the Board reasonably requests;
- m. not be a member of or otherwise be affiliated or have a proprietary interest in any other national or regional Golf organisation in New Zealand other than NZ Golf, without the prior written approval of the Board;
- n. provide its Members with a right to appeal such decisions of the District Association to NZ Golf as permitted under this Constitution and the Regulations.

8.6 District Association Rights & Entitlements: District Associations are each entitled to:

- a. have its Delegate attend, speak and vote on behalf of the District Association at General Meetings and Forums in accordance with this Constitution;
- b. vote on Resolutions Outside of Meetings in accordance with this Constitution;
- c. receive notices and papers from NZ Golf as specified in this Constitution and the Regulations;
- d. receive NZ Golf news and communications relevant to District Associations;
- e. use the Intellectual Property of NZ Golf in accordance with this Constitution; and,
- f. any other rights and entitlements as decided by the Board.

8.7 Board Intervention: The Board may intervene in the governance, management or operations of a District Association in whatever manner it considers appropriate, (including appointing a person or persons to act in place of the District Association Board), if, either following its own enquiries or upon request by the District Association Board, the NZ Golf Board considers any of the following apply to the District Association, and the Board considers that to do so is in the best interests of NZ Golf and the sport of Golf;

- a. is having significant administrative, operational or financial difficulties; or
- b. has breached a term of any agreement entered into between NZ Golf and the District Association; or
- c. has five (5) or less Golf Clubs as its members; or
- d. takes, or has taken against it, any action or proceedings to wind up, dissolve or liquidate it (unless for the purposes of amalgamation); or
- e. enters into a compromise or arrangement with its creditors, other than a voluntary liquidation for the purpose of amalgamation with another Centre; or
- f. a mortgagee or other creditor takes possession of any of its assets.

9. Golf Clubs

- 9.1 **New Golf Club:** Subject to Rule 40.1 (Existing Members), a group of fifteen (15) 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:

- a. based at a specific golf course; or
- b. is not based at a golf club or a specific location but exist, whether virtually or otherwise, by reason of mutual interest and may be local, regional or national in coverage (“Virtual Club”),

may apply to be a Member as a Golf Club. Such application (which shall include the rules of the applicant) shall be made to the Board with such supporting documentation as required by the Board. For applications made under Rule 9.1a, the support of the District Association of the District in which the applicant club is located must be provided and to which the applicant must become a member. A Virtual Club may, but does not have to be or become a member of a District Association, unless specified otherwise in the Regulations. The Board shall decide in its discretion whether to admit the applicant club, group or organisation as a Golf Club in accordance with any applicable Regulations.

9.2 **Amalgamation of Golf Clubs:** In the event two (2) or more Golf Clubs merge or otherwise amalgamate into one (1) Golf Club, the resulting merged or amalgamated club must apply to the relevant District Association(s) and the Board to be a New Club in accordance with Rule 9 (New Golf Club).

9.3 **Duration of Membership:** Membership of NZ Golf by a Golf Club shall commence upon admission as a member and continue indefinitely, unless:

- a. there is default in payment of the Membership Fee or other fees due to NZ Golf or any membership or other fees due to the relevant District Association by the due dates in accordance with Rule 16.2 (Default in Payments);
- b. the Golf Club resigns its membership of NZ Golf or the relevant District Association; or,
- c. the Golf Club is suspended or terminated from Membership by NZ Golf or the relevant District Association, in accordance with this Constitution and the rules of the District Association.

9.4 **Golf Clubs' Obligations:** In addition to its obligations as a Member under Rule 7 (Members' General Obligations), each Golf Club shall:

- a. administer, promote and deliver Golf in accordance with its constitution and rules, which rules shall be in conformity with the purposes of NZ Golf and the relevant District Association, this Constitution and the Regulations and the rules of the relevant District Association;
- b. be an entity incorporated in New Zealand in compliance with the applicable laws;
- c. only have members who are also Members of NZ Golf and, if required by the Board, those who are also members of the relevant District Association;
- d. maintain a register of its members in accordance with the law and provide or facilitate access to its register of members by NZ Golf and the District Association to ensure the registers of members of NZ Golf and the District Association is up to date;
- e. adopt a constitution which is not inconsistent with, and complies with, this Constitution and the rules of the relevant District Association and provide a copy to the relevant District Association and NZ Golf on request and following any amendments made to it;
- f. continue to comply with the criteria to be a Golf Club described in Rule 9.1 (New Golf Club);
- g. pay the membership fee and any other fees of the District Association and the Membership Fee and any

- other fees to NZ Golf, as decided by the District Association and NZ Golf respectively, by the due dates;
- h. only use the Intellectual Property of NZ Golf in accordance with this Constitution, the Regulations and any agreement with NZ Golf;
- i. submit to NZ Golf upon request the name and contact details of its officers, its annual financial statements and such other information as requested by the Board, subject to the applicable laws;
- i. fully complete and submit to NZ Golf by the date prescribed each year, an annual return containing such information as the Board reasonably requests;
- j. not be a member of or otherwise be affiliated or have a proprietary interest in any other local, regional or national Golf organisation in New Zealand other than NZ Golf, without the prior written approval of the Board; and,
- k. provide its Members with a right to appeal decisions of the Golf Club to NZ Golf in accordance with this Constitution and the Regulations.

9.5 **Golf Clubs' Rights & Entitlements:** Golf Clubs have the right to attend and speak at General Meetings (at the invitation of the Chairperson), and attend and speak at Forums, but no right to vote, and are each entitled to:

- a. have its Representative attend General Meetings and Forums (at its cost) appointed in accordance with Rule 25.12 (Representatives);
- b. receive notices and papers from NZ Golf as specified in this Constitution and the Regulations;
- c. receive NZ Golf news and communications relevant to Golf Clubs;
- d. the provision of programmes, activities, systems and procedures, as decided by the Board, to assist a Golf Club to promote and facilitate the efficient organisation and administration of Golf;
- e. use the Intellectual Property of NZ Golf in accordance with this Constitution; and,
- f. any other rights and entitlements as decided by the Board or as described in any applicable Regulations.

10. **Golf Facilities**

10.1 **New Golf Facility:** Subject to Rule 40.1 (Existing Members), an entity incorporated in New Zealand (in compliance with applicable laws) which owns or manages either:

- a. a Golf course in New Zealand and is a member of the relevant District Association in the District in which it is located, but is not a Golf Club; or,
- b. a Golf training facility, which provides instruction in playing Golf and in developing skills and knowledge of the sport game of Golf;

may apply to be a Member as a Golf Facility. Such application (which shall include the rules of the applicant) shall be made to the Board with such supporting documentation as required by the Board and, where applicable, the support of the District Association. The Board shall decide in its discretion whether to admit the applicant as a Golf Facility in accordance with any applicable Regulations.

- 10.2 **Duration of Membership:** Membership of NZ Golf by a Golf Facility shall commence upon admission as a Member and continue indefinitely, unless:
- a. there is default in payment of the Membership Fee or other fees due to NZ Golf or any membership or other fees due to the relevant District Association by the due dates in accordance with Rule 16.2 (Default in Payments);
 - b. the Golf Facility resigns its membership of NZ Golf or, (if applicable), the relevant District Association; or,
 - c. the Golf Facility is suspended or terminated from Membership by NZ Golf or the relevant District Association (if applicable), in accordance with this Constitution and the rules of the District Association.
- 10.3 **Golf Facilities' Obligations:** In addition to its obligations as a Member under Rule 7 (Members' General Obligations), each Golf Facility shall:
- a. administer, promote and deliver Golf in accordance with its governing rules, which rules shall be in conformity with the purposes of NZ Golf and, (if applicable) the relevant District Association, this Constitution and the Regulations and, (if applicable) the rules of the relevant District Association;
 - b. be a body corporate in compliance with the applicable laws;
 - c. continue to comply with the criteria to be a Golf Facility described in Rule 10.1 (New Golf Facility);
 - d. pay the membership fee and any other fees of the District Association and the Membership Fee and any other fees to NZ Golf, as decided by the District Association and NZ Golf respectively, by the due dates;
 - e. only use the Intellectual Property of NZ Golf in accordance with this Constitution, the Regulations and any agreement with NZ Golf;
 - f. submit to NZ Golf upon request the name and contact details of its officers, its annual financial statements and such other information as requested by the Board, subject to the applicable laws; and,
 - g. fully complete and submit to NZ Golf by the date prescribed each year, an annual return containing such information as the Board reasonably requests.
- 10.4 **Golf Facilities' Rights & Entitlements:** Golf Facilities have the right to attend and speak at General Meetings, (at the invitation of the Chairperson, and to attend and speak at Forums, but no right to vote, and are each entitled to:
- a. have its Representative attend General Meetings and Forums (at its cost) in accordance with Rule 25.12 (Representatives);
 - b. receive NZ Golf news and communications relevant to Golf Facilities;
 - c. the provision of programmes, activities, systems and procedures, as decided by the Board, to assist a Golf Facility to promote and facilitate the efficient organisation and administration of Golf;
 - d. use the Intellectual Property of NZ Golf in accordance with this Constitution; and,
 - e. any other rights and entitlements as decided by the Board or as described in any applicable Regulations.

11. Individual Members

11.1 **Categories of Individual Members:** There are three (3) categories of Individual Members:

- a. Golf Club or Golf Facility Member: an individual who is:
 - i. a member of a Golf Club or a Golf Facility, and,
 - ii. a member of the relevant District Association, except where the individual is a member of a Virtual Club in which case this does not apply, unless specified otherwise in any Regulations;
- b. Casual Member: an individual who wishes to play Golf on an ad hoc or temporary basis, who is not a Golf Club Member or a Golf Facility Member; and,
- c. Other Category: an individual in any other category of Individual Members as decided by the Board and specified in the Regulations.

11.2 **Mutual Membership:** Every person who wishes to be a Golf Club or Golf Facility Member must also agree to be a member of:

- a. the relevant District Association (except for members of Virtual Clubs); and,
- b. NZ Golf.

If such agreement is not given, the membership application shall be declined.

11.3 **Process for Membership:** Subject to Rule 40.1 (Existing Members), an individual who wishes to become an Individual Member must either:

- a. apply for membership of a Golf Club or Golf Facility to become a Golf Club or Golf Facility Member in the manner prescribed by the Board, which application must include application for membership of the relevant District Association (if applicable) and NZ Golf. Subject to Rule 11.4 (Eligibility for Individual Membership), the Golf Club or Golf Facility, as applicable, shall decide, in its discretion, whether to accept or decline to grant membership to an Individual Member of the Golf Club or Golf Facility, the relevant District Association (if applicable) and NZ Golf; or
- b. apply for membership of NZ Golf as a Casual Member or for any other category of Individual Membership in the manner prescribed by the Board. Subject to Rule 11.4 (Eligibility for Individual Membership), the Board shall decide, in its discretion, whether to accept or decline to grant Membership of NZ Golf as a Casual Member or any other category of Individual Membership.

11.4 **Eligibility for Individual Membership:** Unless prior approved by the Board in exceptional circumstances, no individual may be admitted as (or remain as) an Individual Member, if the individual has:

- a. been convicted of any offence under any statute in New Zealand or elsewhere punishable by a term of imprisonment of two (2) or more years (whether or not a term of imprisonment is imposed);
- b. been found by a relevant authority to have committed an anti-doping violation contrary to the World Anti-Doping Code or under any terms, conditions, rules or regulations made in accordance with the World Anti-Doping Code, unless the period of ineligibility imposed has been served;
- c. been found by the IOC, IGF, R&A, APGC, NZOC or NZ Golf (including its predecessors NZ Golf) to have

breached any rule, regulation, term or condition, unless the period of ineligibility imposed has been served;
or,

d. not satisfied any other eligibility requirements specified in the Regulations.

11.5 **Duration of Membership:** Subject to Rule 16 (Resignation, Suspension & Termination of Membership), the duration of membership for Individual Members is either:

a. the period of the Financial Year; or

b. the period from the date on which the person is admitted as an Individual Member until the end of the Financial Year in which their application was made; or

c. for any other categories of Individual Membership decided by the Board, the period decided by the Board.

11.6 **Renewal of Membership:** Each Golf Club or Golf Facility Member must renew his or her membership with its Golf Club or Golf Facility, (as applicable), by the date specified by the Golf Club or Golf Facility, (as applicable) in order to continue as a Golf Club or Golf Facility Member and Individual Member of NZ Golf. Such renewal shall include paying any applicable membership fee, in the manner prescribed by the Golf Club or Golf Facility, (as applicable). If membership of a Golf Club or Golf Facility lapses, a new application for membership to the Golf Club or the Golf Facility, is required in accordance with Rule 11.3 (Process for Membership).

11.7 **Individual Member Obligations:** In addition to the obligations as a Member under Rule 7 (Members' General Obligations), each Individual Member shall:

a. provide such membership information to NZ Golf as reasonably requested by it;

b. if a Golf Club or Golf Facility Member, pay any membership fee due to its Golf Club or Golf Facility, as applicable, by the due date; and,

c. if a Casual Member or any other category of individual Membership decided by the Board, pay any fees due to NZ Golf by the due date.

11.8 **Individual Member Rights & Entitlements:** Individual Members have no right to attend, speak or vote at General Meetings, Forums or on Resolutions Outside of Meetings, but are entitled to:

a. receive NZ Golf news and communications relevant to Individual Members;

b. receive any discounts and benefits applicable to Individual Members;

c. if a Golf Club Member or Golf Facility Member, the rights and entitlements (including playing and other entitlements) from the relevant District Association (if applicable) and the Golf Club or Golf Facility of which they are a member (if applicable), as set out in their respective rules and as otherwise decided by the relevant District Association or their Golf Club or Golf Facility, as applicable;

d. if a Casual Member, or any other category of individual Membership decided by the Board, the rights and entitlements (including any playing and other entitlements) as decided by the Board, and,

e. such other rights and entitlements as decided by the Board from time to time or as described in any applicable Regulations.

12. Life Membership

- 12.1 **Criteria:** Life Membership of NZ Golf may be granted to any person who has made an outstanding contribution to Golf or Golf administration within New Zealand.
- 12.2 **Process for Appointment:** Subject to Rule 40.1 (Existing Members), a person who is a Member shall become a Life Member of NZ Golf if:
- a. the person is nominated to the Board by a Member;
 - b. the Board recommends the nominee for Life Membership to a General Meeting; and,
 - c. at the General Meeting at which the Board's recommendation is made the Delegates present vote in favour of the recommendation by a Special Majority of those Delegates present in person and entitled to vote.
- 12.3 **Life Member Obligations:** Every Life Member has the same obligations as an Individual Member as specified in Rule 11.7 (Individual Member Obligations), except that Life Members shall not be required to pay a Membership Fee to NZ Golf.
- 12.4 **Life Member Rights & Entitlements:** Each Life Member is entitled to:
- a. attend and speak at General Meetings and Forums in accordance with this Constitution, but shall have no right to move or second motions or to vote at a General Meeting or Resolutions Outside of Meetings;
 - b. receive notices and papers from NZ Golf as specified in this Constitution and the Regulations;
 - c. receive NZ Golf news and communications relevant to Life Members;
 - d. receive any discounts and benefits applicable to Life Members;
 - e. the rights and entitlements from the relevant District Association and the Golf Club of which they are a member, as set out in their respective rules and as otherwise decided by the relevant District Association and the Golf Club; and
 - f. such other rights and entitlements as decided by the Board from time to time or as described in any applicable Regulations.
- 12.5 **Duration of Life Membership:** Life Members shall be Members of NZ Golf for their lifetime, commencing on the date their Life Membership is granted, subject to Rule 16 (Resignation, Suspension & Termination of Membership), and the liquidation or dissolution of NZ Golf under Rule 36 (Liquidation or Dissolution).

13. Associated Organisations

- 13.1 **New Associated Organisations:** Subject to Rule 40.1 (Existing Members), an entity incorporated in New Zealand (in compliance with applicable laws) which has an interest in Golf at a national or regional level in New Zealand, and which is not a District Association, Golf Club or Golf Facility, may apply to become a Member as an Associated Organisation. Such application (which shall include the rules of the applicant) shall be made to the Board with such supporting documentation as required by the Board. The Board shall decide in its discretion whether to admit the applicant as an Associated Organisation.

- 13.2 **Duration of Membership:** Membership of NZ Golf by an Associated Organisation shall commence upon admission as a Member and continue indefinitely, unless:
- a. the Associated Organisation resigns its membership of NZ Golf; or,
 - b. the Associated Organisation is suspended or terminated from Membership by NZ Golf in accordance with this Constitution.

- 13.3 **Associated Organisations Obligations:** In addition to its obligations as a Member under Rule 7 (Members' General Obligations), each Associated Organisation shall:
- a. be an entity incorporated in New Zealand in compliance with applicable laws;
 - b. submit to NZ Golf upon request the name and contact details of its officers; and,
 - c. comply with any other obligations as agreed by the Board and the Associated Organisation.

For avoidance of doubt, the members of an Associated Organisation are not members of NZ Golf, unless they are Members of NZ Golf in any category described in Rule 6 of this Constitution.

- 13.4 **Associated Organisations Rights & Entitlements:** Associated Organisations, may attend but shall have no right to speak or vote at General Meetings, Forums or on Resolutions Outside of Meeting, but are each entitled to:
- a. have its Representative attend General Meetings and Forums (at its cost) in accordance with Rule 25.12 (Representatives);
 - b. receive NZ Golf news and communications relevant to Associated Organisations;
 - c. the provision of programmes, activities, systems and procedures, as decided by the Board, to assist Associated Organisations to promote and facilitate the efficient organisation and administration of Golf;
 - d. use the Intellectual Property of NZ Golf in accordance with this Constitution; and,
 - e. any other rights and entitlements as decided by the Board.

14. Membership & Other Fees

- 14.1 **NZ Golf Membership Fees:** Members may be required to pay a Membership Fee to NZ Golf annually by a date decided by the Board except there shall be no membership fee payable to NZ Golf by Golf Club or Golf Facility Members. The amount of the NZ Golf Membership Fees shall be decided as follows:
- a. the NZ Golf Membership Fee, if any, payable by District Associations, shall be decided (on the recommendation of the Board), by Resolution Outside of a Meeting by the District Associations, by no later than 31 August in each Year, for application to the next Financial Year;
 - b. the NZ Golf Membership Fee, payable by Golf Clubs and Golf Facilities, shall be decided (on the recommendation of the Board), by Resolution Outside of a Meeting by the District Associations, by no later than 31 August in each Year, for application to the next Financial Year; and,
 - c. for all other Members, the NZ Golf Membership Fee (if any), shall be decided by the Board.

14.2 **Members' Fees:** Nothing in this Constitution prevents or limits District Associations, Golf Clubs, Golf Facilities and Associated Organisations from charging membership and other fees for their members, including Golf Club and Golf Facility Members.

14.3 **Other Fees:** The Board may impose any other reasonable fees, levies or payments to be paid by any category of Member in addition to those specified in Rule 14.1 (Membership Fees).

15. Register of Members

15.1 **Members Register:** The Chief Executive shall keep and maintain a national Members Register in which shall be entered the full name, address, type of membership, the date of entry of each Member and any other details about each Member as reasonably required by the Board or required by law.

15.2 **Changes:** All Members shall provide written notice of any change to their details in Rule 15.1 (Members Register) to NZ Golf as soon as reasonably practicable after such change occurring.

15.3 **District Associations and Golf Clubs:** NZ Golf will provide each District Association with access to the details on the Members Register of those Members of NZ Golf who are also members of the District Association. NZ Golf will also provide each Golf Club and Golf Facility with access to the details on the Members Register of those Members of NZ Golf who are also members of the Golf Club or the Golf Facility.

15.4 **Privacy Act:** When collecting personal information from any Member or applicant Member, NZ Golf, District Associations, Golf Clubs and Golf Facilities shall obtain the consent of the individual concerned to hold, use and disclose their personal information in accordance with the Privacy Act 1993.

15.5 **Regulations:** All Members shall comply with any Regulations issued by NZ Golf on the collection, security, use and disclosure of the information held on the Members Register.

16. Resignation, Suspension & Termination of Membership

16.1 **Resignation of Membership:** Any Member that is not in default of any payments as specified in Rule 16.2 (Default in Payments), may resign his or her membership of NZ Golf by giving not less than thirty (30) Days' written notice to NZ Golf. In addition, the resignation by a Golf Club or a Golf Facility from its membership of a District Association shall automatically be deemed to have resigned its Membership from NZ Golf. A Golf Club or Golf Facility Member who resigns their membership of Golf Club or Golf Facility shall automatically be deemed to have resigned their membership of NZ Golf.

16.2 **Default in Payments:** If a Member has not paid the NZ Golf Membership Fee (if any) or any other payments due to NZ Golf by the due date, it shall be in default and will not be a current financial Member. A Member that is in default:

- a. is not entitled to any of its entitlements as described in this Constitution and the Regulations, including, if applicable, the right to attend, speak or vote at a General Meeting;
- b. continues to be bound by in this Constitution and the Regulations including its obligations;

shall have its Membership of NZ Golf terminated provided that before such termination can occur NZ Golf must give the Member written notice specifying the payment(s) due and demanding payment by a due date, being not less than seven (7) Days from the date of the demand. If payment is not received by the due date, the membership shall be automatically terminated.

- 16.3 **Suspension and Termination by the Board:** In addition to Rule 16.2 (Default in Payments), a Member may be suspended for a period no longer than 12 months (with or without conditions) or terminated from Membership of NZ Golf or liable to such other sanction or penalty, as decided by the Board if:
- a. A NZ Golf Hearing Body, the Sports Tribunal, CAS or any other body or authority having jurisdiction over a Member, recommends such action or makes an adverse finding against the Member or imposes a sanction; or
 - b. The Board, or any sub-committee or persons appointed by the Board, after reasonable enquiry, considers that the Member did not, or is unable to, comply with this Constitution, any Regulation or standard, resolution (including a Resolution Outside of a Meeting), decision or policy, code or rule decided by the General Meeting or the Board; or
 - c. An Individual Member becomes ineligible to remain as a Member due to any of the circumstances in Rule 11.4 (Eligibility for Individual Membership) occurring to that Member, or any Member being charged with or under investigation for any of those circumstances.
- 16.4 **Board Procedure:** Before any decision is made by the Board under Rule 16.3 (Suspension and Termination by the Board), the Member concerned:
- a. shall be given no less than seven (7) Days' written notice of a proposal to suspend their membership; or
 - b. shall be given fourteen (14) Days' written notice of a proposal to terminate their membership, or to impose any other sanction or penalty; and,
 - c. have the right to be present, make submissions and be heard on the proposal to suspend or terminate the Member.
- 16.5 **Rights of Appeal:** A decision of the Board under Rule 16.3 (Suspension and Termination by the Board) to suspend or impose a sanction or penalty shall be final and there shall be no right of appeal. A decision of the Board under Rule 16.3 (Suspension and Termination by the Board) to terminate the Member's Membership of NZ Golf may be appealed to a General Meeting in accordance with Rule 16.6 (Appeal to General Meeting).
- 16.6 **Appeal to General Meeting:** Any decision by the Board to terminate Membership of NZ Golf under Rule 16.3 (Suspension and Termination by the Board) may be appealed decision to a Special General Meeting called for that purpose in accordance with Rule 25.88 (Calling a SGM). The decision of the Board to terminate the Membership may only be overturned if there is a motion proposed to that effect and voted by a Special Majority (in accordance with Rule 26.3 (Decisions by Special Majority)) in favour of the motion at the SGM in favour of doing so.
- 16.7 **Suspension and Termination by a District Association, Golf Club or Golf Facility:** In addition to Rule 16.2 (Default in Payments) and Rule 16.3 (Suspension and Termination by the Board), a Member will be automatically suspended or terminated from its Membership of NZ Golf if:
- a. in the case of a Golf Club, or Golf Facility:
 - i. it is dissolved or liquidated under the Incorporated Societies Act 1908, or,
 - ii. its membership of the District Association has been suspended or terminated by the District Association in accordance with its rules;
 - b. in the case of a Golf Club or Golf Facility Member, his or her membership of the Golf Club or Golf Facility

(as applicable) has been suspended or terminated by the Golf Club or Golf Facility (as applicable) in accordance with its rules.

- 16.8 **Reinstatement:** Membership of NZ Golf that has been terminated by decision of the Board under Rule 16.3 (Suspension and Termination by the Board), may be reinstated at the discretion of the Board no earlier than twelve (12) months after the date of termination. Membership of NZ Golf that has been terminated by a District Association, Golf Club or Golf Facility under Rule 16.7 (Suspension and Termination by a District Association, Golf Club or Golf Facility) may be reinstated in accordance with the rules of the District Association, the Golf Club or the Golf Facility respectively.
- 16.9 **Consequences of Termination of Membership:** Where any Member's membership of NZ Golf is suspended or is terminated, that Member shall, for the period of suspension or termination, suffer the following consequences (which shall survive the termination of Membership):
- a. forfeit all rights in, and claims upon, NZ Golf and its property, and shall not use any NZ Golf property including Intellectual Property;
 - b. not be entitled to any other rights, entitlements or privileges to which it would otherwise have been entitled including;
 - c. if an individual, not be entitled to participate in any event, competition, activity, event, function or meeting of, or held on behalf of, NZ Golf (including any committee of NZ Golf);
 - d. if an organisation, not be entitled (if it had the right to do so) to call, attend, be represent at, speak or vote at any General Meeting, Forum or Resolution Outside of a Meeting;
 - e. if an organisation, not be entitled to permit any of its members or officials to participate in any event, competition, activity, event, function, or meeting of, or held on behalf of, NZ Golf (including any committee of NZ Golf).

PART III - GOVERNANCE

17. Patron

- 17.1 The Board may appoint a person to be the Patron of NZ Golf. The Patron shall be invited to attend and speak at all General Meetings but shall have no right to vote.

18. President

- 18.1 **Role:** The role of the President is to represent the Members of NZ Golf. The responsibilities of the President are to:

- a. represent the Members of NZ Golf at relevant events, functions and other activities, as requested by the Board;
- b. act as a conduit for the Members to raise matters with the Board for discussion or interest;
- c. be the Chair of General Meetings in accordance with this Constitution; and,
- d. subject to Rule 21.2 (b) (Composition), be a member of the Appointments Panel.

- 18.2 **Rights & Duties:** The President shall:

- a. be entitled to attend and speak at all Board meetings, but is not entitled to vote;
- b. attend and chair all General Meetings, but is not entitled to vote;
- c. has the same duties as those of the Board Members as described in Rule 22.2 (Duties of Board Members).

- 18.3 **Election:** The President will be elected by the Voting Members at an Annual General Meeting. The process for calling for nominations and the election process shall be as follows:

- a. The Chief Executive shall call for nominations for the position of President if it is due to expire, at least 90 Days prior to the AGM.
- b. Nominations for the position of President may be submitted by any District Association by its Delegate in the prescribed manner, with the nominee's consent, and must be received by the Chief Executive by no later than sixty (60) Days prior to the AGM. Only persons who are Eligible under Rule 20.4 (Ineligibility) may be nominated for President. Board Members are not entitled to seek election as the President, nor to hold office as a Board Member and the President at the same time.
- c. Following the due date for receipt of nominations, the Chief Executive shall immediately refer the nominations to the Appointments Panel;
- d. Nominations for the position of President(s) will be assessed by the Appointments Panel, including undertaking such enquiries and holding interviews and meetings as it sees fit;
- e. The Appointments Panel will decide on the nominee or nominees it considers would best suit the President position for recommendation to the District Associations taking into account the role and duties of the President as described in Rule 18.1 (Role) and 18.2 (Rights & Duties);

- f. The Appointments Panel prepare, and send to the Chief Executive by no later than thirty (30) Days prior to the AGM, a written report to the District Associations which details the nominees(s) the Appointments Panel recommends for election as the President with the reasons for its recommendations;
- g. The Chief Executive shall send the report of the Appointments Panel to all nominees for President and their nominating District Association and request the nominees to confirm by a specified date, being not less than five (5) Days, whether or not they wish their nomination to proceed. All nominations will proceed unless the Chief Executive is notified by the nominee of their request to withdraw it by the specified date.
- h. The Chief Executive shall send the Appointments Panel report (referred to in Rule 18.3f) containing the recommendation for the President, at the same time as the agenda for the AGM is sent out under Rule 25.6 (Agenda);
- i. The vote at the Annual General Meeting for the position of President will be held as specified in Rule 26.9 (Election of President).

18.4 **Term of Office:** Subject to Rule 18.6 (Casual Vacancy) and as otherwise specified in this Constitution, the term of office for the President shall be three (3) years:

- a. commencing at the conclusion of the Annual General Meeting at which he or she is elected as President,, or if elected due to a Casual Vacancy, then the date of election; and,
- b. expiring at the conclusion of the Annual General Meeting held in the third year (or part year) after commencing office as President.

18.5 **Maximum Term:** The President shall, if re-elected as President for a consecutive term, be eligible to serve a maximum of two (2) consecutive terms of office.

18.6 **Casual Vacancy:** If there is a Casual Vacancy in the President's position, it shall be filled in accordance with the same procedure for Board Members under Rule 20.2 (Election Due to Casual Vacancy).

18.7 **Suspension, Cessation, Removal:** The President may be suspended, terminated or removed from office prior to the expiry of their term of office, on the same grounds and in accordance with the same process as for Board members set out in Rules 19.9 to 19.13 inclusive.

19. Board Role, Composition & Membership

19.1 **Role of the Board:** The Board is responsible for governing NZ Golf and, subject to this Constitution, may exercise all the powers of NZ Golf and do all things that are not expressly required to be undertaken at a General Meeting.

19.2 **Membership of the Board:** Except for the Existing Board (Rule 41), the Board shall comprise of eight (8) members, as follows:

- a. Five (5) Elected Board Members, elected by the District Associations in accordance with Rule 20.1 (Election of Board Members); and,
- b. Three (3) Appointed Board Members, appointed by the Appointments Panel in accordance with Rule 20.3 (Appointment of Appointed Board Members).

19.3 **Board Chairperson:**

- a. At the first meeting of the Board held in each Year, the Board shall appoint a Board Chairperson from amongst any of the Board Members by agreement, or failing agreement by lot.
- b. The role of the Board Chairperson is to chair meetings of the Board and publicly represent the Board and NZ Golf. The Board Chairperson shall have the right to attend any meeting of a Board Sub-committee. If the Board Chairperson is unavailable to carry out any of their duties for any reason, another Board member appointed by the Board shall undertake the Board Chairperson's role during such period of unavailability.
- c. The Board may remove the Board Chairperson from office as chairperson (but not as a Board Member) if:
 - i. all Board Members including the Board Chairperson are given at least forty-eight (48) hours' notice (by a Board Member) of the proposal to remove the Board Chairperson; and,
 - ii. a resolution of the Board is adopted by a two-thirds (2/3rds) majority of the Board Members present at a meeting of the Board. Before any such decision, the Board Chairperson who is proposed to be removed shall be given the opportunity to respond to the proposal for his or her removal.
- d. If the Board Chairperson vacates office as the chairperson for any reason (whether or not they remain on the Board), the Board shall, as soon as practicable, appoint a new Board Chairperson from amongst the Board Members.
- e. The Board may also appoint up to two Deputy-Chairperson(s), and if it decides to do so, it shall be appointed in the same manner as the Chairperson in Rule 19.3(a) and (b). The role of the Deputy Chairperson, is to deputise for the Chairperson and such other responsibilities as decided by the Board. A Deputy Chairperson may be removed from office as Deputy Chairperson (but not as a Board member) in the same manner as the Chairperson in Rule 19.3(c).

19.4 **Ineligibility:** The following persons shall not be eligible for election or appointment, or to remain in office, as a Board Member:

- a. **Employee:** a person who is a paid employee of NZ Golf or a District Association;
- b. **Under 18 Years:** a person who is under the age of 18 years;
- c. **Bankrupt:** a person who is a bankrupt who has not obtained a final order of discharge or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled, or by any order under section 299 of the Insolvency Act 2006;
- d. **Dishonesty Offences:** a person who has been convicted of a crime involving dishonesty (within the meaning of the Crimes Act 1961) and has been sentenced for that crime within the last seven (7) years;
- e. **Conviction:** a person who has been convicted of any offence under any statute in New Zealand or elsewhere punishable by a term of imprisonment of two (2) or more years (whether or not a term of imprisonment is imposed);
- f. **Disqualified Director:** a person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, a company or any other incorporated or unincorporated body under any statute including financial markets legislation, the Companies Act 1993, or the Charities Act 2005;

- g. **Property Order:** a person who is subject to a property order made that the person is lacking in competence to manage their own affairs under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under the Protection of Personal and Property Rights Act 1988; or,
- h. **Incapacity:** a person who becomes mentally incapable as defined in the Protection of Personal and Property Rights Act 1988.

19.5 **Term of Office:** Except as specified in this Constitution, the term of office for all Board Members shall be three (3) years:

- a. commencing on 1 January in the Year following their election or appointment, or if appointed or elected after 1 January due to a Casual Vacancy, then the date of appointment or election in that Year; and,
- b. expiring on 31 December of the third Year (or part Year) after commencing office as a Board Member.

This Rule is subject to Rule 41 (Existing Board), Rule 19.6 (Staggered Terms), Rule 19.8 (Casual Vacancies), Rule 19.10 (Cessation of Office), Rule 19.11 (Removal of Board Member) and Rule 19.13 (Removal of Board as a Whole).

19.6 **Staggered Terms:** Each Year there shall be at least two Board Member positions vacated, either by the expiry of Board Members' term of office, by Casual Vacancy, or if neither occurs, then the positions to be vacated shall be decided by the Board by no later 30 June in each Year, by agreement, or failing agreement, by lot.

19.7 **Maximum Term:** All Board Members shall, if re-appointed or re-elected to the Board for a consecutive term or terms (whether as an Elected Board member or an Appointed Board Member), be eligible to serve a maximum of three (3) consecutive terms of office pursuant to this Constitution. This includes any consecutive terms of office on any Previous Board. The Board may, by vote in which three-quarters (3/4rs) of the votes of the Board Members present at a meeting vote in favour, permit a Board Member who has served the maximum term, to seek re-election or re-appointment as a Board Member if the Board believes it is in the best interests of the Board to do so. If such vote is passed, the Board is required to specify, in writing, the reasons for permitting the Board member concerned to seek an additional term of office and to send those reasons to the Appointments Panel, who may take that into account in undertaking its responsibilities in Rule 21. These reasons must also be provided to the District Associations by the Chief Executive when nominations and applications are called for Board Member positions under Rules 20.1(a) and 20.3(a).

19.8 **Casual Vacancies:** If there is a Casual Vacancy on the Board it shall be filled in accordance with the procedure set out in Rule 20.2 (Election Due to Casual Vacancy), or Rule 20.4 (Appointment Due to Casual Vacancy) as applicable.

19.9 **Suspension of Board Member:** If any Board Member is:

- a. alleged to have been involved in, or is charged with, or is given notice by the relevant authority of a proposal to make an order or finding against that Board Member of, any of the circumstances described in Rule 19.4b to h inclusive (Ineligibility); or,
- b. given notice under Rule 19.12 (Board Procedure) of a proposal by the Board (or an appointed sub-committee of the Board) to suspend, terminate or impose any other sanction or penalty on that person as a Member under Rule 16.3 Suspension and termination by the Board); or,
- c. given notice of a proposal by, or a decision of, the relevant District Association, Golf Club or Golf Facility to suspend, terminate or impose any other sanction or penalty on that person as a member;

- d. alleged to have breached any of the duties as a Board Member under Rule 22.2 (Duties of Board Members);

the remaining Board Members may, after reasonable enquiry and giving the Board Member concerned the right to be heard, suspend the Board Member from the Board pending the determination of such allegation, notice or charge in accordance with this Constitution.

19.10 Cessation of Office: If:

- a. any of the circumstances listed in Rules 19.4a to 19.4h (inclusive) (Ineligibility) occur, or are found to have occurred to or by an existing Board Member, that Board Member shall automatically cease office as a Board Member upon the relevant authority making an order or finding against that Board Member of any of those circumstances; and,
- b. a Board Member is appointed to any of the positions listed in Rules 19.4a to 19.4h (Ineligibility), that Board Member shall, upon the commencement of that position, automatically cease office as a Board Member.

This Rule does not limit the right to suspend a Board Member under Rule 19.9 (Suspension of Board Member) or the right to remove a Board Member under Rule 19.11 (Removal of Board Member).

19.11 Removal of Board Member: In addition to Rule 19.9 (Suspension of Board Member) and Rule 19.10 (Cessation of Office), and subject to Rule 19.12 (Removal Procedure) a Board Member may be removed from the Board before the expiration of their term of office by the Board if that Board Member:

- a. breaches any of the duties in Rule 22.2 (Duties of Board Members);
- b. did not, or is unable to, comply with this Constitution, the Regulations or any standard, resolution, decision or policy, code or rule decided by the General Meeting or the Board;
- c. engaged in Misconduct or acted in a manner unbecoming of a Member or prejudicial to the Purposes and interests of NZ Golf;
- d. brought NZ Golf into disrepute; or,
- e. is terminated as a Member or had a sanction or penalty imposed by the Board, a District Association, a Golf Club or a Golf Facility.

19.12 Removal Procedure: Before any decision under Rule 19.11 (Removal of Board Member) is made by the Board, the Board Member concerned:

- a. shall be given no less than seven (7) Days' written notice by the Board of the proposal to remove them from the Board; and,
- b. shall have the right to be present, make submissions and be heard by the Board on the proposal to be considered.

- 19.13 **Removal of Board as a Whole:** In addition to Rule 19.9 (Suspension of Board Member) and Rule 19.10 (Cessation of Office), the Board as a whole may be removed from office before the expiration of their terms of office, by the District Associations at SGM, called for that purpose under Rule 25.8 (Calling a SGM), as follows:
- a. At least one third of the District Associations must notify the Chief Executive of their request to call an SGM to propose a motion of no confidence in the Board, accompanied by detailed reasons for such motion;
 - b. Upon receipt of such notification, the Chief Executive must call a SGM in accordance with Rule 25.8 (Calling a SGM) and Rule 25.9 (Notice of SGM);
 - c. The Board shall have the right to be present, make submissions and be heard by the Delegates before and at the SGM at which the motion is to be considered;
 - d. The decision of the Delegates to remove the Board as a whole will be adopted if there is a Special Majority in favour of the motion.

20. Board Appointment and Election Process

- 20.1 **Election of Board Members:** Except for the Existing Board (Rule 41), the Elected Board Members shall be elected by the following process:
- a. The Chief Executive shall call for nominations for any position(s) of Elected Board Member(s) that are to be vacated due to the expiry of their term/s of office by no later than 31 August in the Year prior to such term/s expiring. The notice calling for nominations shall be accompanied by the documented potential needs or skills, abilities or experience gaps on the Board as described in Rule 21.9a (Responsibilities) and sent to all District Associations, Golf Clubs and Golf Facilities and posted on the NZ Golf Website.
 - b. Nominations for the positions of Elected Board Members may be submitted by any District Association by its Delegate in the prescribed manner, with the nominee's consent, and must be received by the Chief Executive by no later than 30 September of that Year. Only persons who are Eligible under Rule 19.4 (Ineligibility) may be nominated. A nominee for an Elected Board Member position may at the same time apply for a position for any vacancy in an Appointed Board Member position in accordance with Rule 20.3b (Appointment of Appointed Board Members).
 - c. The nominations for the position(s) of Elected Board Member(s) will be assessed by the Appointments Panel, in accordance with its responsibilities in Rule 21.9 (Responsibilities) by no later than 25 October of that Year.
 - d. The Chief Executive shall send the report of the Appointments Panel to all nominees for Elected Board Member(s) position(s) and their nominating District Association and request the nominee to confirm by a specified date, being not less than five (5) Days, whether or not they wish their nomination to proceed. All nominations will proceed unless the Chief Executive is notified by the nominee of their request to withdraw it by the specified date.
 - e. The Chief Executive shall send the Appointments Panel report (referred to in Rule 21.9f) containing the recommendations for Elected Board Member(s) and a Board Member Election Postal Voting Form to all District Associations by no later than 31 October in that Year. The Board Member Election Voting Form shall list all nominees for the position(s) of Elected Board Members including those who have not been recommended by the Appointments Panel.

- f. The Delegate of a District Association which is entitled to, and wishes to vote, shall cast its vote from amongst all the nominees for the relevant number of Elected Board Member position(s) being elected, on the Board Member Election Postal Voting Form in the manner prescribed and return it to the Returning Officer by no later than 20 November of that Year.
- g. The process in Rule 20.1c to f shall apply even if there are the same number of nominees as there are vacancies for the position(s) of the Elected Board Members.
- h. The Returning Officer shall count the votes and the nominee(s) with the highest number of votes for each position which is vacant shall be declared elected as the Elected Board Member(s).
- i. In the event there is a tie in the votes, the Returning Officer will instruct the Chief Executive to carry out a second election procedure (or a third election procedure if necessary) for the nominees who are highest polling and tied, with such adjustments as to time as are necessary to ensure the postal vote is returned and declared by the Returning Officer by no later than 20 December of that Year.

20.2 **Election Due to Casual Vacancy:** If a vacancy in a position of an Elected Board Member arises due to a Casual Vacancy, the process described in Rule 20.1 (Election of Elected Board Members) (as applicable) shall be followed with such adjustments to the dates as is necessary, (as decided by the Chief Executive), to ensure that the election is completed within three (3) months of the vacancy arising.

20.3 **Appointment of Appointed Board Members:** The Appointed Board Members shall be appointed by the following process:

- a. the Chairperson of the Appointments Panel shall call for applications for the Appointed Board Member positions that are to be vacated due to the expiry of their term/s of office by no later than 31 August in the Year prior to such term/s expiring. The call for applications shall be accompanied by the documented potential needs or skills, abilities or experience gaps on the Board as described in Rule 21.9a (Responsibilities);
- b. applications for Appointed Board Member positions shall be made in the prescribed manner decided by the Appointments Panel and must be received by the Chairperson of the Appointments Panel by no later than 30 September of that Year. Only persons who are Eligible under Rule 19.4 (Ineligibility) may apply;
- c. upon receipt of any applications for vacancies of Appointed Board Member(s) positions, the Chairperson of the Appointments Panel shall refer the applications to the other members of the Appointments Panel;
- d. following completion of the process for Elected Board Member position(s) in Rule 20.1 (Election of Board Members), the Chief Executive shall notify the Appointments Panel of the individuals elected to fill the vacancies in position(s) of the Elected Board Member(s) as soon as practicable after the Returning Officer has declared them elected;
- e. the Appointments Panel shall then undertake its responsibilities in Rule 21.9 (Responsibilities) for the Appointed Board Member(s) position(s) and notify the Chief Executive of its decision on the appointment or otherwise of the Appointed Board Member position(s) by no later than 20 December in that Year; and,
- f. upon receipt of the notification from the Appointments Panel, the Chief Executive shall notify the Appointed Board Member(s) and all the Members of the decision of the Appointments Panel by no later than 20 December of that Year.

20.4 **Appointment Due to Casual Vacancy:** Should the vacancy in a position of an Appointed Board Member arise due to a Casual Vacancy, the process described in Rule 20.3 shall be followed with such adjustments as to timing as is necessary, decided by the Chairperson of the Appointments Panel, to ensure that the appointment is completed within three (3) months of the vacancy arising.

20.5 **Positions Unfilled:** In the event there are insufficient nominations or applications for any vacant Board Member positions, or in the case of Appointed Board Members, there are in the opinion of the Appointments Panel no suitable applicants, the procedures set out in Rule 20.1 (Election of Elected Board Members) and Rule 20.3 (Appointment of Appointed Board Members) shall be repeated until such time as the vacancies are filled, with the dates specified to be adjusted accordingly.

21. Appointments Panel

21.1 **Role:** There shall be a Appointments Panel whose role it is to:

- a. make recommendations to the District Associations for the election of the President;
- b. make recommendations to the District Associations for the election of Elected Board Members; and
- c. appoint the Appointed Board Members.

21.2 **Composition:** The Appointments Panel shall comprise of the following four (4) people, one of which shall be of each gender:

- a. the Board Chairperson, or if he or she is seeking re-election or re-appointment to the Board, another Board Member decided by the Board, (whose term of office has not expired and is not seeking re-appointment or re-election to the Board) such decision to be made by agreement of the Board, or failing agreement by lot;
- b. the President (unless he or she seeking re-election as the President or seeking election or appointment to the Board, in which case the President may not be a member of the Panel for that position);
- c. one (1) person elected by the District Associations in accordance with Rule 21.3 (Election of Appointments Panel Member);
- d. one (1) person appointed by the Board, who is independent of NZ Golf and has expertise in governance and appointment processes of directors in New Zealand. This person shall be the chairperson of the Appointments Panel.

21.3 **Election of Appointments Panel Member:** The election by the District Associations for the position on the Appointments Panel described in Rule 21.2c shall be undertaken in accordance with Rule 27.2 (Resolutions Outside of Meetings) so that the vote is completed, and the position declared by the Returning Officer, by no later than 31 August in each Year.

21.4 **Eligibility:** No person will be eligible to be a member of the Appointments Panel, or to remain on the Appointments Panel, if any of the circumstances listed in Rule 19.4a to 19.4h (inclusive) (Ineligibility) apply, or occur to that person, and every reference to a Board Member in Rule 19.4a to 19.4h shall apply to a person seeking to be, or who is, a member of the Appointments Panel. In addition, no member of the Appointments Panel may seek appointment as a Board Member or as President whilst a member of the Appointments Panel.

- 21.5 **Board Unable to Appoint:** If the Board resigns en masse or does not have a quorum and is therefore unable to appoint the persons described in Rule 21.2 (Composition), the Appointments Panel shall comprise the two (2) persons in Rules 21.2b and 21.2c and in these circumstances a quorum of two (2) shall be sufficient for the Panel to undertake its responsibilities including making decisions.
- 21.6 **Chair:** The Chairperson of the Appointments Panel shall be the person who is independent specified in Rule 21.1d (Composition).
- 21.7 **Term of Office:** Except as specified in this Constitution, the members of the Appointments Panel shall hold office for a period of the Year in which they are appointed. There is no limit to the number of occasions a person can be appointed to the Appointments Panel.
- 21.8 **Establishment:** The Appointments Panel shall be convened by NZ Golf each Year as required for any vacancy arising due to the expiry of an Appointed Board Member's term of office or due to a Casual Vacancy, and by no later than 31 August in each Year, to carry out its responsibilities in accordance with this Constitution.
- 21.9 **Responsibilities:** The Appointments Panel shall be independent of the Board and shall:
- a. prior to the Chief Executive calling for nominations for Elected Board Members (under Rule 20.1a), consult with the Board Chairperson (unless the Board Chairperson is seeking re-appointment) and the Chief Executive regarding the composition of the Board, and to identify and document any potential needs or skill, abilities or experience gaps on the Board and submit such document to the Chief Executive;
 - b. identify and invite suitable candidates to apply for Appointed Board Member positions on the Board;
 - c. advertise and invite members of the public to apply for Appointed Board Member positions on the Board;
 - d. receive and assess applications from applicants for any Appointed Board Member positions on the Board and nominations for Elected Board Member positions (including undertaking such enquiries and holding interviews and meetings as it sees fit);
 - e. decide on the nominees it considers would best suit the Elected Board Member position(s), taking into account the relevant factors in Rule 21.10 (Relevant Factors) for recommendation to the District Associations);
 - f. prepare a written report to the District Associations which details the nominees(s) the Appointments Panel recommends for election as the Elected Board Member(s) under Rule 20.1 (Election of Board Members) with the reasons for its recommendations;
 - g. reassess the applications from applicants for any Appointed Board Member positions taking into account the needs, skill, abilities or experience of any persons elected as Elected Board Member(s) under Rule 20.1 (Election of Board Members);
 - h. decide the persons to be appointed as the Appointed Board Members;
 - i. prepare a written report to the Members which details the person(s) the Appointments Panel has appointed as Appointed Board Member(s), with the reasons for the appointment(s); and,
 - j. in respect of the President, undertake the responsibilities set out in Rule 18.3(c) to (f) (Election);
 - k. such other related matters as decided by the Board.

- 21.10 **Relevant Factors:** In deciding who to appoint as an Appointed Board Member, and to recommend as an Elected Board Member, the Appointments Panel shall take into account the following factors about the applicants, and the Board as a whole:
- a. prior governance experience including demonstrated achievement in governance roles;
 - b. knowledge of and experience of Golf or not for profit organisations generally;
 - c. occupational skills, abilities and experience;
 - d. the need for conflicts of interest to be minimised;
 - e. the need for a wide range of skills and experience on the Board; and,
 - f. the preference to have a Board that represents the diverse interests of NZ Golf and its Members, including but not limited to, gender, geographical spread, age and ethnic diversity.
- 21.11 **Quorum:** The quorum for a meeting or decision of the Appointments Panel shall be three (3) members, except where Rule 21.5 (Board Unable to Appoint) applies.
- 21.12 **Decisions:** All decisions of the Appointments Panel on the appointment of Appointed Board Members must be approved by a majority of the Panel. In the event there is a tie, the Chairperson of the Panel shall have a casting vote.
- 21.13 **Conflicts and Confidentiality:** All information received by the Appointments Panel, and its deliberations, shall be kept confidential except to the extent required by law. Any member of the Appointments Panel who considers he or she may have a potential conflict of interest in considering an appointment or otherwise of any candidate, shall declare that potential conflict to the Chairperson of the Panel. If the Chairperson considers he or she may have a potential conflict of interest, he or she shall declare the conflict to the other members of the Appointments Panel and the Board Chairperson.
- 21.14 **Vacancies:** Any vacancy that arises in the membership of the Appointments Panel shall be filled with a replacement member to be appointed in accordance with the process specified in Rule 21.2 (Composition).
- 21.15 **Removal:** The Board may remove any member of the Appointments Panel if the Board considers, in its sole discretion, that:
- a. the Panel member has a conflict of interest which has not been satisfactorily resolved to the Board's satisfaction by the Panel's Chairperson; or,
 - b. there are circumstances which may give rise to a question of bias in the Board Appointment Panel's process; or,
 - c. the Panel member has been found by the Board to have breached any rules or Regulations, or brought NZ Golf into disrepute; or,
 - d. any of the circumstances listed in Rule 19.4 (Ineligibility) (inclusive) have occurred or apply to the Panel member.
- 21.16 **Procedure:** Before removing any member from the Appointments Panel, the Board must notify the Panel member of its proposal to remove them and give the Panel member and the other members of the Appointments Panel, the right to be heard and the opportunity to make submissions on the proposed removal.

22. Powers of the Board & Duties of Board Members

- 22.1 **Powers of the Board:** The Board shall have all the powers of NZ Golf, other than those to be exercised or done at a General Meeting or otherwise as specified in this Constitution, including the power to:
- a. develop and implement a strategy for NZ Golf together with such plans and policies it considers appropriate to fulfil the Purposes of NZ Golf;
 - b. appoint a Chief Executive and enter into a contract on such terms and conditions as the Board thinks fit and, if necessary, terminate such appointment;
 - c. assess and monitor risks to NZ Golf;
 - d. delegate such powers as it considers appropriate from the Board to the Chief Executive, Board Chairperson, a subcommittee or any other person the Board considers appropriate;
 - e. recommend an auditor for each Financial Year for approval by the Members at each Annual General Meeting;
 - f. recommend the Membership Fees for approval in accordance with Rule 14 (Membership & Other Fees);
 - g. establish the sub-committees as it considers appropriate, to assist it to carry out its responsibilities, including to fill vacancies of any sub-committees which are established by it;
 - h. set budgets and develop and implement prudent policies to protect and enhance the finances and property of NZ Golf;
 - i. control expenditure and raise funds to fulfil the Purposes of NZ Golf;
 - j. open and operate in the name of NZ Golf such bank accounts as it considers necessary;
 - k. appoint and remove persons, including Board Members, to organisations in which NZ Golf has an interest or interests such as trusts or other entities;
 - l. accept or decline persons and entities to the Membership of NZ Golf in accordance with this Constitution;
 - m. make, repeal or amend any Regulations in accordance with Rule 35 (Regulations), and any policies and procedures as it thinks appropriate, provided that such Regulations, policies and procedures are not inconsistent with this Constitution;
 - n. engage, contract or otherwise agree to obtain the assistance or advice of any person or organisation for the Board;
 - o. discipline Members as specified under Rule 16 (Resignation, Suspension & Termination of Membership) and Rule 39 (Discipline and Sports-Related Disputes);
 - p. resolve and decide any disputes or matters not provided for in this Constitution; and,
 - q. do all other acts and things which are within the Purposes and Powers of NZ Golf and which the Board considers are appropriate.

22.2 **Duties of Board Members:** The duties of each Board Member are to:

- a. at all times act in good faith and in the best interests of NZ Golf;
- b. exercise the powers of the Board for proper purposes;
- c. act, and ensure NZ Golf acts, in accordance with this Constitution and any Regulations;
- d. not agree to, nor cause or allow, the activities of NZ Golf to be carried on in a manner likely to create a substantial risk or serious loss to creditors of NZ Golf;
- e. not agree to NZ Golf incurring any obligations unless the Board Member believes at that time, on reasonable grounds, that NZ Golf will be able to perform the obligations when it is required to do so;
- f. exercise the care, diligence and skill that a reasonable Board Member would exercise in the same circumstances;
- g. disclose to the Board the nature and extent of any transaction or proposed transaction in which a Board member may be interested in such transaction as soon as the Board Member becomes aware of the fact he or she has such interest. For the purposes of this Rule, being "interested" in a transaction or proposed transaction shall have the same meaning as defined in section 139(1) of the Companies Act 1993 (or any equivalent provision under any replacement legislation);
- h. take such other steps as decided by the Board in respect of any interest specified in Rule 22.2g which may include, without limitation, abstaining from deliberations and/or any vote regarding such interest;
- i. not disclose information that the Board Member would not otherwise have available other than in his or her capacity as a Board Member, to any person, or make use of or act on the information except:
 - i. as agreed by the Board for the purposes of NZ Golf;
 - ii. as required by law; or,
 - iii. to persons, or for reasons identical to those specified in sections 145(2) and 145(3) of the Companies Act 1993;
- j. make reasonable efforts to attend all Board Meetings and General Meetings of NZ Golf;
- k. use their best efforts to consult widely with Members to keep abreast of the issues facing them, provided that this Rule shall not waive the duty of confidentiality in respect of information disclosed to them as Board Members under Rule 22.2i; and,
- l. participate in an annual review of the Board's performance.

22.3 **Matters Not Provided For:** If any situation arises that, in the opinion of the Board, is not provided for in the Constitution, the Regulations, or the policies or procedures of NZ Golf, the matter will be decided by the Board.

23. Board Meetings & Procedures

- 23.1 **Board Meetings:** Board meetings may be called on reasonable notice at any time by the Board Chairperson, or his or her nominee, or four (4) Board Members, (which notice shall generally be at least fourteen (14) Days' and not less than one (1) Days' notice depending on the urgency of the meeting) but generally the Board shall meet at regular intervals as agreed by the Board.
- 23.2 **Meetings using Technology:** Any one (1) or more Board Members may participate in any meeting of the Board and vote on any proposed resolution at a meeting of the Board without being physically present. Board Meetings may occur by telephone, through video conference facilities or by other means of electronic communication (other than electronic mail (e-mail) communication), provided that prior notice of the meeting is given to all Board Members and all persons participating in the meeting are able to hear each other effectively and simultaneously. Participation by any one (1) or more Board Members in this manner at a meeting shall constitute the presence of that Board Member at that meeting.
- 23.3 **Quorum:** The quorum for a Board meeting shall be a majority of Board Members. The President is not a Board Member and shall not be counted in the quorum.
- 23.4 **Voting:** Each Board Member shall have one (1) vote at Board meetings including the Board Chairperson. In the event of an equality of votes, the vote is lost. Except for resolutions passed outside of a Board meeting under Rule 23.5 (Resolutions), voting at Board meetings shall be by voice, or upon request of any Board Member, by a show of hands or by a ballot. Proxy and postal voting is not permitted at Board meetings.
- 23.5 **Resolutions:** In addition to resolutions made at meetings held in person, a resolution in writing, signed or consented to by email, or other form of visible or other electronic communication by five (5) or more Board Members shall be valid as if it had been passed at a meeting of the Board. Any such resolution may consist of several documents in the same form each signed by one or more of the Board Members.
- 23.6 **Fees and Expenses:** The Board may, by majority vote, establish a policy to pay fees and/or provide an honorarium to Board Members and to pay for the reasonable expenses incurred by them in the conduct of NZ Golf's business. Such policy shall comply with Rule 31 (Application of Income).

24. Chief Executive

- 24.1 **Role:** There shall be a Chief Executive of NZ Golf who shall be employed for such term and on such conditions as the Board may decide. The Chief Executive shall be under the direction of the Board and shall be responsible for the day-to-day management of NZ Golf in accordance with this Constitution, the Regulations, policies, and procedures of NZ Golf and within such authority and limitations as may be imposed by the Board.
- 24.2 **Attendance at Board Meetings:** The Chief Executive shall attend all Board meetings unless otherwise required by the Board, but shall have no voting rights.

PART IV - GENERAL MEETINGS

25. Meetings of Members

- 25.1 **General Meetings:** NZ Golf must hold an AGM not later than six (6) months after the end of each Financial Year and not later than fifteen (15) months after the previous AGM, at a date, time and venue be fixed by the Board.
- 25.2 **SGMs:** Any other General Meeting of the Members shall be Special General Meetings.
- 25.3 **Method of General Meeting:** A General Meeting may be held as follows (as decided by the Board):
- a. by a number of persons who constitute a quorum as set out in Rule 25.14 (Quorum) being present in person at the place, date and time appointed for the meeting; or,
 - b. subject to this Constitution, by means of audio, or audio and visual, communication, by which all persons participating and constituting a quorum as set out in Rule 25.14 (Quorum) who can hear each other effectively and simultaneously throughout the meeting. Participation by a person at a General Meeting held in this manner shall constitute the presence of that person at that meeting; or,
 - c. a combination of Members present at a General Meeting as described in Rule 25.3a and Members participating in accordance with Rule 25.3b who constitute a quorum as set out in Rule 25.14 (Quorum).
- 25.4 **Notice of AGM:** The Chief Executive must give at least ninety (90) Days' written notice of an AGM to the Officers, the Board, District Associations, Golf Clubs, Golf Facilities, Life Members and Associated Organisations. This notice shall also be made public on the NZ Golf Website. The notice shall set out:
- a. the date, time and venue and/or the manner in which the AGM is to be held;
 - b. the date and time by which notification of the Delegates and Members attending must be received by the Chief Executive;
 - c. the process and closing date(s) for:
 - d. proposed motions (including alterations to the Constitution),
 - e. nominations for the position of President;
 - f. nominations for Life Members;
 - g. any other items of business containing recommendations to the Board to be submitted to the Chief Executive; and,
 - h. the name of the Returning Officer for that General Meeting.
- 25.5 **Items of AGM Business:** Not less than thirty (30) Days before the date set for the AGM, any proposed motions (including alterations to the Constitution) and other items of business, must be received in writing by the Chief Executive from District Associations and/or the Board.

25.6 **AGM Agenda:** An agenda shall be sent by the Chief Executive to the Officers, the Board, Delegates, Life Members, and Representatives by no later than twenty-one (21) Days before the date of the AGM setting out the business to be discussed at the AGM (as set out in Rule 25.7 (Business of AGM)), together with:

- a. the Annual Report for the preceding Financial Year;
- b. the audited Annual Financial Statements for the preceding Financial Year; and,
- c. the nominees for the position of President (including the recommendation(s) of the Appointments Panel).

Additional items of business not listed on the agenda cannot be voted on but may be discussed by a Majority of the Voting Members agreeing to do so at the meeting.

25.7 **Business of AGM:** The following business shall be discussed at each AGM:

- a. presentation of the Annual Report by the Board Chairperson for the preceding Financial Year;
- b. presentation of the audited Annual Financial Statements for the preceding Financial Year including a report from the Auditor;
- c. election of the President in accordance with Rule 18.3 (Election) and Rule 26.9 (Voting on President Election);
- d. approval of the Auditor for the next Financial Year;
- e. election of any Life Members recommended by the Board;
- f. any motion(s) proposing to alter this Constitution; and,
- g. any other items of business that have been properly submitted for consideration at the AGM. Unless this Constitution specifies otherwise, such items of business may only be recommendatory to the Board.

25.8 **Calling a SGM:** Subject to Rule 19.13 (Removal of Board as a Whole), the Chief Executive must call an SGM upon a written request from the Board or one third (1/3rd) of the District Associations, which request must state the purpose for which the SGM is requested including any proposed motion(s).

25.9 **Notice of SGM:** Not less than thirty (30) Days' written notice must be given by the Chief Executive to the Officers, the Board, District Associations, Golf Clubs, Golf Facilities, Life Members and Associated Organisations for a SGM. This notice must only deal with the business for which the SGM is requested and shall include:

- a. the date, time and venue and/or the manner in which the meeting is to be held (as decided by the Board);
- b. the date and time by which notification of the Delegates attending the SGM must be received by the Chief Executive;
- c. the proposed motion or motions that have been properly submitted for consideration; and,
- d. the name of the Returning Officer for that meeting.

25.10 **Attendance at General Meetings:** The following persons may attend General Meetings:

- a. one Delegate representing each District Association, who may attend, speak (including moving and seconding motions) and vote at General Meetings;

- b. Officers and Life Members who may attend and speak at General Meetings but shall have no right to move or second motions or to vote;
- c. the Representatives of Golf Clubs, Golf Facilities and Associated Organisations and Individual Members, who may attend (at their cost) and speak at General Meetings, but shall have no right to move or second motions or to vote; and,
- d. any other persons invited by the Board to attend, including the Chief Executive and other NZ Golf employees. Such attendees may attend General Meetings and will only be entitled to speak if invited to do so by the chairperson of the General Meeting and are not entitled to move or second motions or to vote.

25.11 **Delegates:** Each District Association may be represented at a General Meeting by one Delegate as follows:

- a. **Appointment:** The District Association shall appoint a person who is an official of the District Association to be its Delegate. A NZ Golf Board Member cannot be a Delegate.
- b. **Notice:** Notice of the appointment of a Delegate, signed by an authorised representative of the District Association whom the Delegate represents, must be received by the Chief Executive not less than three (3) Days' before the date of the General Meeting at which the Delegate is to act. In exceptional circumstances a District Association may replace their nominated Delegate(s) by written notice to the Chief Executive signed by an authorised representative of that District Association. If a Delegate is replaced less than three (3) Days' before the date of the General Meeting at which the Delegate is to act, the chairperson of the General Meeting will inform the meeting;
- c. **Delegates' Powers:** Each Delegate must represent the views of its District Association at General Meetings, which view shall take into account the views of its member Golf Clubs and Golf Facilities. Delegates have the right to consider and, if entitled, to vote, amend, move and second motions, and pass or reject motions relating to any matters before a General Meeting.
- d. **Delegate for the Year:** A person appointed as a Delegate shall remain as the Delegate for the District Association for the Year in which he or she was appointed, for the purpose of voting on any Resolutions Outside of Meetings, unless the Delegate is replaced in accordance with Rule 25.10 (Notice).

25.12 **Representatives:** Each Golf Club, Golf Facility and Associated Organisation which is financially current may appoint up to two (2) persons to represent it at General Meetings and Forums (at its cost). A NZ Golf Board Member cannot be a Representative. A Representative shall have no right to move or second motions or to vote at General Meetings.

25.13 **Financially Current:** Notwithstanding anything else contained in this Constitution, a District Association which has not paid any NZ Golf Membership Fees or other fees of NZ Golf by the due date(s) occurring before the General Meeting, or a Resolution Outside of a Meeting, shall be entitled to attend but shall not be entitled to speak (including moving or seconding motions) or vote at a General Meeting or to vote on a Resolution Outside of a Meeting.

25.14 **Quorum:** No business may be transacted at any General Meeting if a quorum is not present at the time when the meeting is due to commence, and throughout the meeting, as set out in the notice of meeting.

- a. A quorum for a General Meeting shall be Delegates present from one-half of the District Associations entitled to vote.
- b. The quorum must be present at all times during the meeting.

- c. If a quorum is not obtained within thirty (30) minutes of the scheduled commencement time of the General Meeting, then the General Meeting shall be adjourned to another time on the same day at the same venue, or a day (being not less than seven (7) Days following the adjournment) at a time and place as decided by the Board.
- d. If no quorum is obtained at this second General Meeting then the persons present at such second General Meeting are deemed to constitute a valid quorum and the meeting may proceed.

25.15 **Chairperson:** The President shall chair all General Meetings unless he or she is unavailable for any reason, in which case, a Board Member appointed by the Board shall undertake the role of chairing a General Meeting held during the period of unavailability.

25.16 **Errors:** Any irregularity, error or omission in notices, agendas and papers for a General Meeting or the omission to give notice within the required time frame or the omission to give notice as specified in Rule 25.4 (Notice of AGM), Rule 25.7 (Business of AGM), Rule 25.6 (AGM Agenda) and Rule 25.9 (Notice of SGM) and any other error in the organisation of the meeting shall not invalidate the meeting nor prevent the meeting from considering the business of the meeting provided that:

- a. the chairperson, in his or her discretion decides 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 carried by Special Majority in accordance with Rule 26.3 (Decisions by Special Majority).

25.17 **Minutes:** Minutes shall be kept of all General Meetings and made available upon request by any Member.

25.18 **Regulation of Procedure:** The chairperson shall regulate the proceedings at each General Meeting and make any decisions regarding the procedure of the meeting and the manner in which the meeting is held, subject to this Constitution.

26. **Voting at General Meetings**

26.1 **Voting Members:** Subject to Rule 25.13 (Financially Current), each District Association through its Delegate is entitled to two votes on each motion at a General Meeting, unless an exemption under Rule 8.5d is granted for a transition period, in which case the District Association is only entitled to one vote on each motion during that period. Each Delegate must vote in accordance with any instructions given to it by the District Association it represents. Board Members, Officers, Life Members and other Members are not entitled to vote at General Meetings.

26.2 **Decisions by Majority:** Unless otherwise specified in this Constitution, all motions that are proposed at a General Meeting shall be adopted if there is a Majority of the Delegates entitled to vote and present at the meeting in person, in favour of the motion.

26.3 **Decisions by Special Majority:**

- a. Any motions of the nature described in Rule 26.3b that are proposed at a General Meeting shall be adopted if there is a Special Majority of the Delegates entitled to vote and present at the meeting in person, in favour of the motion.
- b. The motions referred to in Rule 26.3a are those proposing:
 - i. any amendment to this Constitution in accordance with Rule 34 (Alteration to the Constitution);

- ii. the dissolution or liquidation of NZ Golf and the distribution of any surplus assets upon liquidation or dissolution in accordance with Rule 36 (Liquidation or Dissolution); or
- iii. any other matter specified in this Constitution which specifies that a Special Majority is required.

26.4 **Casting Vote:** In the event of equality of votes at a General Meeting, the chairperson of the General Meeting, or his or her nominee, shall have a casting vote (unless the motion directly involves the chairperson in which case the Board shall unanimously agree on a Board Member to have the casting vote).

26.5 **Method of Voting:**

- a. Subject to Rule 18 (Election of President), voting at General Meetings shall be conducted by voices, show of hands, or secret ballot as decided by the chairperson. Voting on a motion or motions shall be conducted by secret ballot if requested by three (3) Delegates present at the meeting, and approved by a Majority at the meeting.
- b. Delegates may only exercise the vote of their District Association in person at the General Meeting. Proxy voting is not permitted; or

26.6 **Returning Officer:** For each General Meeting and Resolutions Outside of a Meeting:

- a. The Chief Executive shall appoint a Returning Officer. No Member, Board Member, employee, or contractor of NZ Golf may be the Returning Officer.
- b. The Returning Officer shall undertake the following duties:
 - i. in relation to each motion to be voted on, count the total number of valid votes cast; and,
 - ii. decide whether the motion is carried, lost or there is an equality of votes (in accordance with the requisite majority under this Constitution) and inform the chairperson of the meeting accordingly.

26.7 **Scrutineers:** In addition to the Returning Officer, at least two scrutineers (who shall not be Voting Members), shall be appointed by the meeting to assist the Returning Officer at a General Meeting with their duties.

26.8 **Chairperson's Declaration:** The chairperson shall declare the result of each vote once voting is complete. The chairperson's declaration of the result will be conclusive.

26.9 **Voting on President Election:** For the election of President the following process shall apply:

- a. the election shall be decided by secret ballot;
- b. the highest polling nominee shall be the successful nominee. If there is a tied vote then there shall be a second vote in which only those nominees with the tied vote in the first round vote, shall be voted on, with the highest polling being the successful nominee;
- c. if there is only one nominee for the position of President, that person will be declared elected;
- d. if there are no nominations for the position, it shall remain vacant and shall be treated as a Casual Vacancy.

27. Resolutions Outside of Meetings

27.1 Types of Resolutions: In addition to resolutions of Members made at General Meetings, decisions may be made by the Voting Members outside of General Meetings for the following items of business:

- a. the NZ Golf Membership Fee to be paid by Golf Clubs and Golf Facilities to NZ Golf under Rule 14 (Membership & Other Fees);
- b. any NZ Golf Membership Fee to be paid by District Associations to NZ Golf under Rule 14 (Membership & Other Fees);
- c. the Election of Board Members, as described in Rule 21 (Board Appointment and Election Process);
- d. the appointment of persons for the Appointments Panel under Rules 22.2b and 22.2c (Composition);
- e. Urgent Resolutions, for matters which could otherwise be decided at a General Meeting but in the Board's opinion must be decided within thirty (30) days or less.

27.2 Process for Resolutions: Resolutions Outside of a General Meeting shall be conducted as follows:

- a. District Associations shall be given no less than seven (7) Days' notice of the proposed resolution to be voted on or in the case of any election, the nominees for election, unless it is an Urgent Resolution in which case no less than seven (7) Days' notice is required;
- b. Voting is undertaken by Postal or Electronic Voting only;
- c. The minimum number of Voting Members who must participate in voting shall be the same as for the quorum for a General Meeting under Rule 25.14 (Quorum);
- d. Voting Members are entitled to the vote on the same basis as a General Meeting as described in Rule 26 (Voting);
- e. The votes must be received at the postal or email address specified by the Chief Executive, by the date and time prescribed on the voting form;
- f. The Returning Officer and at least one other scrutineer (appointed by the Chief Executive) shall:
 - i. count the total number of valid votes cast;
 - ii. declare whether the motion is carried, lost or there is an equality of votes (in accordance with the requisite majority under this Constitution) and,
 - iii. inform the Chief Executive of the result accordingly, who shall, in turn, notify the Voting Members and all other Members of the result within three (3) Days; and
- g. The resolution is carried if passed by a Majority in accordance with Rule 26.2 (Decisions by Majority) unless it is a resolution of the nature described in in Rule 26.3 (Decisions by Special Majority) in which case a Special Majority is required.

28. Forums

- 28.1 In addition to holding General Meetings, NZ Golf shall hold at least one forum or forums annually (whether held nationally, regionally or locally) at which any Members (including Voting Members and Non-Voting Members) may attend to raise and discuss issues affecting them and NZ Golf.

PART V - FINANCIAL MATTERS

29. Financial Year

- 29.1 The Financial Year of NZ Golf shall commence on 1 January and end 31 December, or such other period as may be decided by the Board from time to time.

30. Annual Report and Annual Financial Statements

- 30.1 The Board shall prepare an Annual Report for presentation to the AGM.
- 30.2 In addition, the Board shall produce audited Annual Financial Statements for the preceding Financial Year to the AGM for approval, which shall be audited by an Auditor.
- 30.3 The Auditor will be appointed at each Annual General Meeting for the next Financial Year. The Auditor shall conduct the audit in compliance with applicable auditing and assurance standards. Should the appointed Auditor resign during the Financial Year, the Board shall appoint a replacement Auditor for that Financial Year.

31. Application of Income

- 31.1 The income and property of NZ Golf shall be applied solely towards the promotion of the Purposes.
- 31.2 Except as provided in this Constitution:
- a. no portion of the income or property of NZ Golf shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member, Officer or Board Member; and,
 - b. no remuneration or other benefit in money or money's worth shall be paid or given by NZ Golf to any Member, Officer or Board Member.
- 31.3 Nothing in Rule 31.2 shall prevent payment, in good faith of, or to any, Member, Officer or Board Member for any of the following provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction:
- a. any services actually rendered to NZ Golf whether as an employee or otherwise; or,
 - b. products supplied to NZ Golf in the ordinary and usual course of operation; or,
 - c. interest on money borrowed from any Member or Board Member; or,
 - d. rent for premises demised or let by any Member or Board Member to NZ Golf; or,
 - e. any remuneration, fees, honorarium or reimbursement for out-of-pocket expenses incurred by the Member, Officer or Board Member on behalf of NZ Golf for any other reason.

PART VI – OTHER MATTERS

32. Common Seal

- 32.1 NZ Golf shall have a common seal.
- 32.2 The Board shall decide when and by whom the common seal is to be used and make provision for its safe custody, subject to the Incorporated Societies Act 1908.

33. Intellectual Property

- 33.1 Each Member agrees that:
- a. the NZ Golf is the exclusive owner of its Intellectual Property;
 - b. nothing in this Constitution confers on any Member any right or interest in the Intellectual Property of NZ Golf except as expressly set out in this Constitution, the Regulations or any other agreement in writing between the NZ Golf and a Member
 - c. all rights in and to the Intellectual Property of the NZ Golf including any additions, modifications, improvements, enhancements and developments to such Intellectual Property are and remain the property of the NZ Golf;
 - d. a Member may only use the Intellectual Property of NZ Golf as directed by NZ Golf under this Constitution, the Regulations or any other agreement in writing between NZ Golf and the Member.
- 33.2 A Member must not:
- a. be a party to any act, matter or thing which might prejudicially affect the Intellectual Property of the NZ Golf while, and after they cease to be, a Member; and
 - b. object to, impede or prohibit the use or registration of:
 - c. any part of the Intellectual Property of the NZ Golf; or
 - d. any improvement, derivation or variation of them, by NZ Golf.
- 33.3 If a Member develops or improves any Intellectual Property (including improving, enhancing or making developments in respect of any Intellectual property owned by NZ Golf) in conducting its business and/or operations, the Member must:
- a. assign to NZ Golf all rights, title and interest in the Intellectual Property or part thereof; and
 - b. if NZ Golf obtains assignment of any of the Intellectual Property so developed, execute or procure execution of any document or agreement evidencing such assignment as may be required by NZ Golf.
- 33.4 NZ Golf shall use its best efforts to protect its Intellectual Property and use it to promote the purposes of NZ Golf, and in particular the NZ Golf Brand shall not be sold, gifted or the ownership otherwise relinquished from NZ Golf.
- 33.5 Each Member must fully comply with all of NZ Golf's reasonable requirements regarding use, in part or in whole, of the Intellectual Property of NZ Golf.

34. Alteration to the Constitution

- 34.1 Subject to Rule 34.2, this Constitution may only be amended, added to or repealed by Special Majority in accordance with Rule 28.3 (Decisions by Special Majority) either at a General Meeting or by Urgent Resolution.
- 34.2 Notice of an intention to alter this Constitution must be given to the Chief Executive:
- a. by a Voting Member or the Board, no later than thirty (30) Days prior to a General Meeting; or,
 - b. by the Board, no later than seven (7) Days prior to an Urgent Resolution.

35. Regulations

- 35.1 The Board may decide and amend such Regulations as it considers necessary or desirable. Such Regulations must be consistent with the Purposes of NZ Golf.
- 35.2 All Regulations shall be binding on NZ Golf, Officers, Board Members and the Members.
- 35.3 All Regulations and any amendments to the Regulations shall be notified to all Members as approved by the Board.
- 35.4 To the extent of any inconsistency between any Regulations and this Constitution, this Constitution shall prevail.

36. Liquidation or Dissolution

- 36.1 NZ Golf may be either:
- a. dissolved by the Registrar of Incorporated Societies in accordance with the Incorporated Societies Act 1908; or,
 - b. placed into voluntary liquidation in accordance with Rule 36.2.
- 36.2 NZ Golf may be placed into voluntarily liquidation if:
- a. a motion is adopted at a General Meeting to appoint a liquidator by a Special Majority vote in accordance with Rule 26.3 (Decisions by Special Majority); and,
 - b. such resolution is confirmed by Special Majority vote in accordance with Rule 26.3 (Decisions by Special Majority) at a subsequent Special General Meeting, called for that purpose, and held not earlier than thirty (30) Days after the date on which the resolution in Rule 36.2a was passed; and
 - c. upon appointment of a liquidator, the relevant provisions of the Incorporated Societies Act 1908 shall apply to the liquidation of NZ Golf.
- 36.3 NZ Golf may be dissolved by the Registrar of Incorporated Societies (under the Incorporated Societies Act 1908) if:
- a. a motion is adopted by Special Majority vote in accordance with Rule 26.3 (Decisions by Special Majority); at a General Meeting to request the Registrar to dissolve NZ Golf, and upon application being made for dissolution to the Registrar; the Registrar decides to do so under the Incorporated Societies Act 1908; or,
 - b. the Registrar decides to do so under the Incorporated Societies Act 1908.

- 36.4 Any surplus assets of NZ Golf either on liquidation or dissolution, after payment of all costs, debts, and liabilities, shall subject to any trust effecting the same, be disposed of by distributing, giving or transferring them to any incorporated body or bodies (including any society, trust or other entity) which has purposes similar to the Purposes of NZ Golf.
- 36.5 The body or bodies in Rule 36.4 shall be decided by the Voting Members in a General Meeting at or before the time of dissolution or liquidation. If the Voting Members are unable to decide, the body or bodies shall be decided by the liquidator (in the case of liquidation) or the Registrar of Incorporated Societies (in the case of dissolution).

37. Indemnity and Insurance

- 37.1 Each Board Member, Officer, the Chief Executive, and each employee of NZ Golf ("Indemnified Party") is:
- a. indemnified by NZ Golf from and against all losses and expenses incurred by the Indemnified Party or in or about the discharge of the Indemnified Party's duties; and,
 - b. is not liable for the acts or omissions of any other person being a Board Member, Officer, Chief Executive, or employee, or for joining in any act or receipt or for any act of conformity or for any loss happening to NZ Golf,
- unless due to the Indemnified Party's own wilful default.
- 37.2 NZ Golf shall, with the prior approval of the Board, effect insurance for all Board Members, the Chief Executive and the Officers of NZ Golf in respect of:
- a. liability (not being criminal or quasi-criminal liability) for any act or omission in his or her capacity as a Board Member, Chief Executive or Officer;
 - b. costs incurred by that Board Member, Chief Executive or Officer in defending or settling any claim or proceeding relating to any such liability; and,
 - c. costs incurred by that Board Member, Chief Executive or Officer in defending any criminal proceedings:
 - i. that have been brought against the Board Member, Chief Executive or Officer in relation to any act or omission in its capacity as a Board Member, Chief Executive or Officer; and
 - ii. in which he or she is acquitted.

38. Disputes and Matters Not Provided For

- 38.1 Subject to Rule 38.2, if any dispute arises out of the interpretation of this Constitution or the Regulations, or any matter arises which is not provided for in this Constitution or the Regulations, then such dispute or matter shall be referred in writing to the Board, whose decision shall be final and binding.
- 38.2 If the dispute or matter in Rule 38.1 is between the Board and a Member, or between any one or more Board Members ("the parties"), the dispute or matter shall be resolved by the following process:
- a. by the parties acting in good faith to seek an agreement; or,
 - b. failing agreement in Rule 38.2a, by the parties appointing by agreement an independent third person to mediate between them; or,

- c. failing agreement to mediate or agreement at mediation, by arbitration under the Arbitration Act 1996, by a party giving written notice of such arbitration to the other party and (if not a party) to the Board. Such arbitration shall be heard and decided by a single arbitrator to be appointed by the President of the New Zealand Law Society. The procedure for the arbitration shall be decided by the arbitrator. Subject to the Incorporated Societies Act 1908, the decision of the arbitrator shall be final and binding.

39. Discipline and Sports-Related Disputes

- 39.1 **Generally:** All allegations of Misconduct involving Members, or other persons under the jurisdiction of NZ Golf, shall be resolved in accordance with Regulations determined by the Board, which Regulations may include the referral to a hearing before a Hearing Body. Decisions of a Hearing Body shall be deemed to be decisions of NZ Golf.
- 39.2 **Board to Determine Process:** The Board shall determine the composition, jurisdiction, functions, procedures of, and any sanctions which can be imposed by, any Hearing Body. Each Hearing Body shall have delegated authority by the Board to resolve, or assist to resolve, allegations of Misconduct and appeals by Members of decisions of District Associations (under Rule 8.5n) or Golf Clubs (under Rule 9.4k) to the extent specified in the Regulations.
- 39.3 **Hearings:** All hearings held under this Constitution, the Regulations, or any other applicable rules (including those delegated under Rule 39.1), shall respect the following principles:
- a. a timely hearing before a fair and impartial hearing body;
 - b. the right of the individual to be informed of the charge against him or her;
 - c. the right to present evidence, including the right to call and question witnesses; and
 - d. the right to be represented by legal counsel and an interpreter (at the individual's expense) and to a timely and reasoned decision in writing.
- 39.4 **Appeals:** If there is any right of appeal against a decision of any Hearing Body, it must be specified in the applicable rule or Regulations.
- 39.5 **Sports Tribunal:** NZ Golf recognises the Sports Tribunal may be the appropriate forum to resolve certain sports-related disputes as set out in the rules of Sports Tribunal. Unless Rule 39.6 (IGF) or Rule 39.8 (CAS) applies, or any Regulation provides otherwise, any Member who or which wishes to appeal a decision of NZ Golf regarding any sports-related matter where she/he/it has exhausted their rights of appeal within this Constitution and/or the Regulations of NZ Golf, may appeal to the Sports Tribunal. The rules of the Sports Tribunal shall apply to any such appeal.
- 39.6 **IGF:** NZ Golf recognises that the IGF has jurisdiction to hear certain matters or appeals in accordance with the IGF Rules.
- 39.7 **R&A:** NZ Golf recognises that the R&A has jurisdiction to hear certain matters or appeals in accordance with the R&A Rules.
- 39.8 **CAS:** NZ Golf recognises that CAS shall have jurisdiction to hear certain matters in accordance with the CAS rules, either directly or by way of appeal if specified in the Regulations.
- 39.9 **Decisions Binding on NZ Golf:** Decisions and awards of the Sports Tribunal, IGF, R&A and CAS are binding on NZ Golf and its Members.

PART VII – TRANSITION & DEFINITIONS

40. Transition of Members

- 40.1 **Existing Members:** Subject to this Constitution, every District Association (specified in the Schedule), and every Golf Club, Golf Facility, and Associated Organisation which was a member of NZ Golf, and recorded on the Members Register, immediately prior to the Commencement of this Constitution, shall continue as a Member.
- 40.2 **Existing Individual Members:** Subject to this Constitution, every individual who is a current Golf Club or Golf Facility Member or otherwise a current member of NZ Golf and recorded on the Members Register, on the Commencement Date shall be invited by NZ Golf to become an Individual Member, and unless NZ Golf is notified by the due date that the person does not agree to be a Member, the individual concerned shall continue to be an Individual Member, subject to this Constitution.

41. Existing Board

- 41.1 **Commencement:** The members of the Existing Board shall continue in office on the Board from the Commencement Date and continue until the expiry date of the term of office each would otherwise have had under the Previous Constitution. The effect of this is that:
- a. the two (2) Board Members who were elected to the Existing Board with terms of office expiring on 31 December 2019 will cease office on 31 December 2019, and only one (1) of those two (2) positions will continue and be vacant for election (as an Elected Board Member position) in accordance with Rule 20.1 (Election of Board Members), for the term commencing 1 January 2020 and expiring on 31 December 2022;
 - b. an additional Board Member position will be vacant for appointment (as an Appointed Board Member positions) in accordance with Rule 20.3 (Appointment of Appointed Board Members), for the term commencing 1 January 2020 and expiring on 31 December 2022; and
 - c. the remaining members of the Existing Board who were:
 - i. elected to the Previous Board, shall be deemed to be Elected Board Members for the purposes of this Constitution; and,
 - ii. appointed to the Previous Board, shall be deemed to be Appointed Board Members for the purposes of this Constitution;and shall continue in office as Board Members until the expiry date of the term of office each would otherwise have had under the Previous Constitution.
 - d. This Rule is subject to Rule 19.8 (Casual Vacancies), Rule 19.10 (Cessation of Office), Rule 19.11 (Removal of Board Member) and Rule 19.13 (Removal of Board as a Whole).
- 41.2 **Existing Board Casual Vacancy:** Should any Casual Vacancy arise in the position of any member of the Existing Board on the Board during their term of office under Rule 41.1, it shall be filled in accordance with Rule 20.2 (Election Due to Casual Vacancy) or Rule 20.4 (Appointment Due to Casual Vacancy) as applicable, (depending on whether the position on the Existing Board had been filled by election or appointment under the Previous Constitution) for the balance of the term of the vacant position.

41.3 **Existing Board Chairperson:** The Chairperson of the Existing Board shall be the person appointed as such by the Board under the Previous Constitution. Should a vacancy arise, Rule 19.3d (Board Chairperson) shall apply.

41.4 **Application of Rules:** Except to the extent specified in this Constitution, every Rule in this Constitution applicable to the Board and to Board Members shall apply to the Existing Board and its board members. For avoidance of doubt, the quorum for meetings of the Existing Board shall be four (4) Board Members.

42. Transition of By-Laws, Policies, Regulations

42.1 All by-laws, policies, regulations of NZ Golf which were in force immediately prior to this Constitution coming into force shall continue in force, until such time as they are revoked by Board. If any such by-laws, policies, regulations are inconsistent with this Constitution (whether in whole or in part), the Board shall determine the matter as it sees fit, to the extent of any such inconsistency.

43. Definitions

43.1 The capitalised words and phrases used in this Constitution shall mean as follows:

"AGM" means the Annual General Meeting of NZ Golf as described in Rule 25.1 (General Meetings).

"Annual Report" means a report by the Board of the activities of NZ Golf for each Financial Year.

"Annual Financial Statements" means the annual financial statements of NZ Golf including a statement of financial position and an income and expenditure statement for each Financial Year and such other statements as required by law.

"APGC" means Asia Pacific Golf Confederation Limited, a company having its registered office in Australia, which owns and is responsible for the Asia Pacific Amateur Championships amongst other tournaments and events in the Asia-Pacific region.

"Appointed Board Member" means a person appointed as a Board Member in accordance with this Constitution.

"Appointments Panel" means the panel described in Rule 21.2 (Composition).

"Associated Organisation" has the meaning specified in Rule 13 (Associate Organisation).

"Auditor" means a person, independent of NZ Golf, who is a qualified auditor under the Financial Reporting Act 2013.

"Board" means the NZ Golf Board as described in this Constitution, including the Existing Board, unless specified otherwise.

"Board Members" means the people elected and appointed to the Board in accordance with this Constitution including the Existing Board, unless specified otherwise.

"Board Chairperson" means the person described in Rule 19.3 (Board Chairperson).

"Board Member Election Postal Voting Form" means the voting form prescribed by NZ Golf for use in the election of the Elected Board Members as described in Rule 20.1 (Election of Elected Board Members) to Rule 20.3 (Election Due to Casual Vacancy) inclusive.

"CAS" means the Court of Arbitration for Sport, an independent body, with its seat in Lausanne, Switzerland, which resolves disputes arising in the context of sport by arbitration in accordance with the Code of Sports-Related Arbitration.

"Casual Member" means an individual who is a Member of NZ Golf as described in Rule 11.1b in accordance with this Constitution.

"Casual Vacancy" means a vacancy which arises:

- a. due to the office holder resigning prior to the expiry of their term of office;
- b. due to the death of the office holder;
- c. where the office holder has been removed from office in accordance with this Constitution;
- d. where the office holder is no longer eligible to remain in office as specified in this Constitution;
- e. where there are insufficient applications for the available positions of Elected Board Members and the position is not filled following an election; or
- f. for Board Members only, due to the Board Member being absent from more than three (3) consecutive meetings without having their absence approved by the Chairperson, or without reasonable excuse.

"Chief Executive" means the Chief Executive Officer of NZ Golf appointed in accordance with Rule 24 (Chief Executive).

"Commencement Date" means the date this Constitution came into force, being 1 July 2019.

"Constitution" means this constitution.

"Day" means any day of the week (including a Saturday, Sunday, and a public holiday). Where an action is required to be done within a specified time (such as thirty (30) Days) this means clear days, so it is to be calculated by excluding the date of the notice (or other relevant action) and the date of the meeting (or other relevant activity).

"Delegate" means a person who represents a District Association as described in Rule 25.11 (Delegates).

"District" means the geographical area in which a District Association has jurisdiction to carry out its purposes as decided by the Board in accordance with Rule 8.1 (Boundaries).

"District Association" means an association of Golf Clubs as described in Rule 40.1(Existing Members) and Rule 8 (New District Associations).

"District Association Official" means a person who holds an official position with a District Association including as a Delegate, a president, or committee member.

"Elected Board Member" means a Board Member elected by the District Associations in accordance with Rule 20.1 (Election of Elected Board Members).

"Eligible" means a person who is not ineligible to be a Board Member as described in Rule 19.4 (Ineligibility).

"Existing Board" means the members of the Board who are in office immediately prior to the Commencement Date, whose terms of office have not expired under the Previous Constitution.

"Financial Year" has the meaning given to it in Rule 29 (Financial Year).

"Forums" has the meaning given to it in Rule 28 (Forums).

"General Meeting" means an AGM or a SGM of NZ Golf.

"Golf" consists of playing a ball with a club from the teeing ground into the hole by a stroke or successive strokes as further defined in the Rules of Golf.

"Golf Club" means a club which is a Member of NZ Golf as described in Rule 9 (Golf Clubs).

"Golf Club or Golf Facility Member" means an individual which is a member of a Golf Club or a Golf Facility.

"Golf Facility" means a Golf course or facility which is a Member of NZ Golf as described in Rule 10 (Golf Facility).

"Hearing Body" means any hearing body authorised, delegated or appointed by the Board to hear and resolve allegations of Misconduct and appeals from Members and includes the Sports Tribunal, an arbitrator appointed under the Arbitration Act 1996 or any other hearing body appointed by the Board or authorised by NZ Golf. For avoidance of doubt, it includes any hearing body under the NZ Golf Anti-Doping Regulations.

"HPSNZ" means High Performance Sport New Zealand Limited, (#3482081) a company which is a wholly owned subsidiary of Sport NZ, responsible for high performance sport in New Zealand.

"Individual Member" means an individual who is a member of NZ Golf in any one of the categories described in Rule 11.1 (Categories of Individual Members) and includes the individuals described in Rule 40.2 (Existing Individual Members).

"IGF" means the International Golf Federation which is the international organisation for Golf for the Olympic Games and is recognised as such by the International Olympic Committee.

"IGF Rules" means the constitution of the IGF together with all rules, regulations, and policies of the IGF, unless

"Intellectual Property" means all rights and goodwill in copyright works, names, trademarks, service marks, devices, logos, designs, patents, domain names, know-how, ideas, processes, and confidential information, and all other intellectual property rights capable of ownership or protection at law relating to NZ Golf or relating to any event, competition, activity or programme conducted, promoted or administered by NZ Golf, and, for avoidance of doubt, includes the NZ Golf Brand.

"Life Member" has the meaning specified in Rule 12 (Life Membership).

"Majority" means a majority (50% +1) of the votes properly cast by those present and entitled to vote.

"Members" has the meaning specified in Rule 6 (Members).

"Membership" means being a Member of NZ Golf.

"Membership Fee" and **"NZ Golf Membership Fee"** means the fee payable to NZ Golf by any Member.

"Members Register" has the meaning given to it in Rule 15.1 (Members Register).

"Misconduct" includes, but shall not be restricted to, situations where an Officer, Board Member, or Member, as the case may be

- a. uses any profane, indecent or improper language at any event, function or activity of NZ Golf, or of any Member, or whilst on the property of NZ Golf, or any Member;
- b. engages in offensive or insulting behaviour towards NZ Golf or any Member, or any person acting for or on behalf of NZ Golf or a Member at any time or place;

- c. breaches any provision of:
 - i. this Constitution, or the constitution of any Member;
 - ii. the Regulations of NZ Golf or the regulations, by-laws or other rules (however described) of any Member;
 - iii. any policies of NZ Golf, or a Member;
 - iv. any reasonable directions of NZ Golf or a Member (or person authorised on its behalf);
 - v. any decision of a General Meeting, the Board, a Hearing Body, or any decision of any equivalent bodies of any Member;
- d. acts in a manner which brought, or could bring, NZ Golf, or any Member into disrepute; or,
- e. acts in a manner unbecoming of a Member, or which is prejudicial to the Purposes of NZ Golf and/or the purposes of a Member.

"NZ Golf" means New Zealand Golf Incorporated (#215490) and where relevant includes its Officers, Board Members, employees, contractors and agents.

"NZ Golf Website" means www.golf.co.nz or any other website of NZ Golf, as decided by the Board from time to time.

"Non-Voting Members" means Members who are not Voting Members.

"NZ Golf Brand" means the names "NZ Golf" and "New Zealand Golf" and any logos and trade marks associated with those names (whether registered or unregistered), any designs and brands using or associated with those names, any domain names using or associated with those names (and all rights and property associated with such domain names (including but not limited to any related urls), any social media accounts and all other Intellectual Property related to those names.

"NZOC" means the New Zealand Olympic Committee Incorporated, being an incorporated society (# 216351) which is the National Olympic Committee in New Zealand as recognised by the International Olympic Committee.

"Officers" means the Patron and the President.

"Patron" means the individual elected under Rule 17 (Patron).

"Postal and Electronic Voting" means the methods of voting for Resolutions Outside of Meetings as described in Rule 27.1e (Process). For the avoidance of doubt, a **Postal Vote** means a vote made on the voting form prescribed by the Board, in the manner prescribed by the Board and received by the Returning Officer by mail at the specified address. An **Electronic Vote** means a vote made on the voting form prescribed by the Board, in the manner prescribed by the Board and received by the Returning Officer by email at the specified address.

"Powers" means the power of NZ Golf as specified in Rule 5 (Powers).

"President" is the person described in Rule 18 (President).

"Previous Board" means the Existing Board of NZ Golf and any previous Board of NZ Golf (or its predecessor).

"Previous Constitution" means the constitution of NZ Golf registered on the Register of Incorporated Societies immediately prior to this Constitution coming into force.

"Purposes" means the purposes of NZ Golf as specified in Rule 4 (Purposes).

"R&A" means R&A Championships Limited, a company registered in St Andrews, Scotland (company number SC247047), and its associated entities (including R&A Rules Limited), which entities govern the sport of Golf worldwide, (other than in the United States of America, its territories and Mexico, which is governed by the United States Golf Association).

"R&A Rules" means all the rules, regulations, and policies of the R&A, including the Rules of Golf, unless expressly stated otherwise.

"Regulations" means any regulations decided by the Board in accordance with Rule 35 (Regulations).

"Representative" has the meaning given to it in Rule 25.12.

"Resolution Outside of a Meeting" means a decision of the Voting Members made other than at a General Meeting as described in Rule 27 and "Resolutions Outside of Meetings" has the same meaning.

"Returning Officer" means the person described in Rule 26.6 (Returning Officer).

"Rule" means a rule of this Constitution, unless stated otherwise.

"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.

"Schedule" means the schedule attached to this Constitution that records the District Associations, which are Members of NZ Golf as at the Commencement Date. Should any District Association cease to be a Member of NZ Golf, (in accordance with this Constitution), or there are changes to the name or legal status of any District Association, NZ Golf may amend the Schedule accordingly without the need for any amendment to this Constitution under Rule 34 (Alteration).

"SGM" means a Special General Meeting of NZ Golf as described in Rule 25.2 (SGM).

"Special Majority" means a motion passed by three-quarters (3/4rs) of the votes properly cast as described in Rule 26.3 (Decisions by Special Majority).

"Sports Tribunal" means the Sports Tribunal of New Zealand established by Sport NZ and continued under the Sports Anti-Doping Act 2006 (previously known as the Sports Disputes Tribunal of New Zealand).

"Sport NZ" means Sport and Recreation New Zealand, the Crown agency established under the Sport and Recreation New Zealand Act 2002 which is responsible for developing and implementing national policies and strategies for sport and recreation in New Zealand including funding of sport and recreation.

"World Anti-Doping Agency" means the foundation constituted under the Swiss Civil Code in Lausanne on 10 November 1999.

"World Anti-Doping Code" means the World Anti-Doping Code issued by the World Anti-Doping Agency, as amended from time to time.

"Urgent Resolution" has the meaning given to it in Rule 27.1e.

"Virtual Club" means a Golf Club as described in Rule 9.1b (New Golf Club).

"Voting Members" means the Members stated in Rule 6.1a who are entitled to vote at General Meetings of NZ Golf and in Resolutions Outside of Meetings as specified in Rules 26 (Voting at General Meetings) and 27 (Resolutions Outside of Meetings).

"Year" means the calendar year from 1 January to 31 December, unless specified otherwise.

43.2 **Interpretation:** In this Constitution:

- a. the singular includes the plural and vice-versa;
- b. any reference to legislation includes a modification or re-enactment of, legislation enacted in substitution of, or a regulation, order-in-council or other instrument from time to time issued or made under, that legislation;
- c. any agreement includes that agreement as modified, supplemented, novated or substituted from time to time;
- d. any obligation not to do something includes an obligation not to suffer, permit, or cause that thing to be done;
- e. a reference to persons includes bodies corporate;
- f. a reference to a person includes the legal and personal representatives, successors and permitted assignees of that person; and
- g. headings and the contents page are for reference only and are to be ignored in interpreting this Constitution;
- h. unless expressly specified otherwise, a requirement in this Constitution to notify, or to give notice to, a person (including NZ Golf) or persons in this Constitution, means notice in writing delivered to that person or persons by any of the following means, provided that verification of such notification is provided (by way of receipt confirmation or copy of the sent notification):
 - i. by hand, including courier;
 - ii. by email transmission;
 - iii. by other online transmission such as by text or social media;
 - iv. by post; or
 - v. for any notification or notice to be given by NZ Golf to Members, then by posting the notice on the NZ Golf Website.

43.3 **Order of Priority:**

- a. If any matter is not provided for in this Constitution or the Regulations but is provided for in the R&A Rules, the R&A Rules will apply;
- b. If any matter is not provided for in this Constitution or the Regulations nor in the R&A Rules, but is provided for in the IGF Rules, the IGF Rules will apply;
- c. If there is any conflict between this Constitution or the Regulations and the R&A Rules or the IGF Rules, the R&A Rules apply.

SCHEDULE - DISTRICT ASSOCIATIONS

The Poverty Bay East Coast Golf Association Incorporated (# 214509)

Waikato Golf Association Incorporated (# 213865)

North Golf Association Incorporated (# 2718571)

Aorangi South Canterbury Golf Association Incorporated (# 219871)

Auckland Golf Incorporated (# 221602)

Bay of Plenty Golf Incorporated (# 1796731)

Canterbury Golf Incorporated (# 219520)

Golf HB & PBW Incorporated (# 227311)

Golf Southland Incorporated (# 225421)

Wellington Golf Incorporated (# 216053)

Taranaki Golf Association Incorporated (# 214893)

Tasman Golf Incorporated (# 2325053)

Manawatu-Wanganui Golf Association Incorporated (# 216046)

Golf Otago Incorporated (#226817)