

CONSTITUTION

PURANGI GOLF & COUNTRY CLUB INC.

Final, Dated: 22 November 2025

PURANGI GOLF & COUNTRY CLUB
Constitution

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Purangi Golf & Country Club Constitution

1. Definitions and interpretation

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

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

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

Board means the Club's governing body.

Board Member means a member of the Board, including the Chair.

Bylaws means any bylaws, policies, regulations and codes of the Club made under clause 14.1.

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

Chair means the Board Member appointed as President of the Club under this Constitution.

Constitution means this Constitution, including any amendments and any schedules to this Constitution.

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

Day means a calendar day

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

General Meeting means an AGM and SGM.

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

Interest or **Interested** has the meaning given in section 62 of the Act.

Matter has the meaning given in section 62(4) of the Act.

Member means each person who for the time being is a Member of the Club and includes all classes of Members described in clause 4.4.

Office means a position or role in the Club that allows the person holding that position to exercise significant influence over the management or administration of the Club.

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

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

SGM or **Special General Meeting** means a meeting of the Members called for a specific purpose or purposes.

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

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

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

- (a) a Member if delivered by hand to the Member or sent to the email address set out in their Contact Details;
- (b) the Club if sent to purangi.golf@xtra.co.nz or by post to the Club's registered office set out on the Register of Incorporated Societies.

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

- (a) if delivered by hand, at the time of delivery;
- (b) if given by post, when left at the address of that party or five Working Days after being put in the post; or
- (c) if given by email, upon production of a physical copy of the email detailing the time and the date the email was sent (provided that the sender does not receive any "out of office" auto-reply or other indication of non-receipt),

provided that any notice received or deemed received after 5pm on a Working Day, or on a day which is not a Working Day, will be deemed not to have been received until the next Working Day.

2. Club details

2.1 **Name:** The name of the society is Purangi Golf & Country Club Inc (Club).

2.2 **Registered office:** The registered office of the Club is at the place the Board decides.

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

3. Purpose and powers

3.1 **Purpose:** The purposes of the Club are to:

- (a) be a member of Waikato Golf (men), Bay of Plenty Golf (women) and Golf NZ;
- (b) promote, develop, foster and administer golf, and any other sporting or recreational activities as determined by the Board mainly as an amateur sport for the well-being, benefit and recreation of the general public in New Zealand/Aotearoa;
- (c) provide and manage a golf course and other facilities to enable, assist and enhance participation, enjoyment, health and well-being for the benefit of Members and the wider

community by making the facilities available to visitors and the general public while having regard to the requirements and needs of Members;

- (d) lead, promote and enable Diversity, Equity and Inclusion across the whole Club including governance of the Club and participation in golf;
- (e) promote, develop and co-ordinate golf competitions;
- (f) protect the integrity of golf and the Club by developing and enforcing standards of conduct, ethical behaviour and implementing good governance.
- (g) support the development of Members, including the relevant training, education and development of the Members, including officials, coaches, team managers and volunteers;

3.2 **Capacity and powers:** The Club has, both within and outside New Zealand, full capacity, rights, powers and privileges to carry on or undertake any activity, do any act, or enter into any transaction, subject to this Constitution, the Act, any other legislation, and the general law.

4. Members

4.1 **Application:** A person may be admitted as a Member in an appropriate category if he or she:

- (a) Has made a written Application (email) on the standard form;
- (b) Agrees to conform with the rules of the Club;
- (c) Is approved by the Club Secretary, or other person nominated by the Board, who may accept or decline an Application in its absolute discretion.

A person becomes a Member when their Application has been accepted and they have paid the required annual membership fees and satisfied any other preconditions.

4.2 **Member consent:** A person consents to become a Member by submitting an Application to the Club, unless otherwise specified in this Constitution.

4.3 **Membership year:** The membership year is from 1 April to 31 March of the following year.

4.4 **Categories of Members:** The membership of the Club shall consist of the categories below.

- (a) Full Members: Full playing Members shall be 18 years or over on 1 April each year.
- (b) Junior Members: Junior Members shall be aged under 18 years on 1 April each year.
- (c) Country Members: A person may be admitted as a Country Member if they are a full Member of another club and affiliated to Golf NZ.
- (d) Green fee Members: Green fee Members elect to pay the green fees each time they play and to have a handicap.
- (e) Casual Members: A person who does not want to be affiliated to Golf NZ, nor received a handicap may be admitted as Casual Member.

All Member categories have the same privileges of the Club and playing rights, and affiliation with Waikato Golf (men), Bay of Plenty Golf (women), and NZ Golf, including a handicap, except for:

- Junior Members, who do not have voting rights at General Meetings of the Club, including the Annual General Meeting,
- Casual Members, who are not affiliated to NZ Golf and do not receive a handicap.

4.5 Life Membership:

- Life Membership can only be conferred on a Member by an Ordinary Resolution at an Annual General Meeting pursuant to a recommendation from the Board;
- Any nomination for Life Membership must be provided to the Board not less than two months before an AGM. Nominations can only be made by Full Members;
- The Board will consider the nomination so received and advise the nominators whether or not the Board agrees to recommend the nomination to Members at the next Annual General Meeting.

4.6 Creating Other and Altering Existing Membership Categories: Notwithstanding the above membership categories, the Board has the right to create other categories or change the above categories from time to time as it thinks fit and beneficial to the Club.

4.7 Member rights and obligations: Members acknowledge and agree that:

- they are bound by, and will comply with, this Constitution and the Bylaws, and to the extent they apply, the rules, procedures or policies of Waikato Golf (men), Bay of Plenty Golf (women) and Golf NZ;
- they are entitled to all rights and entitlements granted by this Constitution or as determined by the Board;
- to receive, or continue to receive or exercise Member rights, they must meet all the Member requirements set out in this Constitution and the Bylaws or as otherwise set by the Board, including where required to become and remain a Member of Waikato Golf (men), Bay of Plenty Golf (women) and Golf NZ, and payment of any membership or other fees within the required time period;
- if they fail to comply with sub-clause (c) the Board may terminate their membership, but the Member continues to be bound by this Constitution;
- they do not have any rights of ownership of, or the automatic right to use, the Club's property; and
- they will promote the interests and purposes of the Club and must not do anything to bring the Club into disrepute.

4.8 Suspension of Member: If a Member is, or may be, in breach under clause 4.7, and the Board believes it is in the best interests of the Club to do so, the Board may suspend the Member until final determination of the matter under the dispute resolution process applicable to the matter. Before imposing any suspension, the Member must be given notice of the suspension.

4.9 Suspension of Member rights: Unless otherwise determined by the Board, while a Member is suspended the Member is not entitled to attend, speak or vote at a General Meeting or to any other rights or entitlements as a Member and is not entitled to continue to hold Office in any position within the Club, until such time as the alleged breach is resolved or determined.

Ceasing to be Member: A Member ceases to be a Member:

- (a) on death;
- (b) by giving notice to the Club Secretary, other nominated person or the Board of their resignation;
- (c) if their membership is terminated under clause 4.7(d), which, to avoid doubt, includes termination if a Member is required to be, but ceases to be, a member of Waikato Golf (men) or Bay of Plenty Golf (women) and Golf NZ;
- (d) if their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution.

4.10 **Consequences of ceasing to be a Member:** A Member who ceases to be a Member:

- (a) remains responsible to pay all their outstanding membership and other fees to the Club;
- (b) must return all the Club's property if required;
- (c) ceases to be entitled to any rights of a Member.

4.11 **Membership fees:**

- (a) The Board may determine different levels of annual membership fees and other fees for different categories of Members and these shall be ratified at the AGM for the next Membership Year.
- (b) Annual subscriptions are payable upon receipt of an invoice following the AGM. Any Member whose subscription is not paid by the due date may have their Club privileges suspended and disqualified from voting at any General Meeting until all arrears are paid.
- (c) New Members may be required to pay entrance fees as may be determined by the Board from time to time in addition to the annual subscription.
- (d) The Club may levy a special subscription to meet particular financial needs. This levy shall be payable only by Special Resolution of the Club in General Meeting passed by 75% of Members present and voting.

4.12 **Member register:** The Board will keep an up-to-date Member register, which includes each Member's name, Contact Details and the date they became a Member. A Member must provide notice to the Club of any change to their Contact Details. The Member register will be updated as soon as practicable after the Board becomes aware of changes of the information recorded in the Member register. The Board will keep a record of those who have ceased to be a Club Member within the previous 7 years and the date on which they ceased to be a Member.

5. **General Meetings**

- 5.1 **General Meetings:** There are two categories of General Meetings: Annual General Meetings (AGM) and Special General Meetings (SGM).
- 5.2 **Annual General Meeting (AGM):** An AGM must be held once a year no later than the end of the second week of December in each year.
- 5.3 **Notice of AGM:** The Members must be given at least 14 days' notice of the AGM. The Notice of an AGM, and - to avoid doubt - any other notice relating to a General Meeting, may be given by posting on the Club's website and/or by e-mail and/or other methods approved by the Board.

- 5.4 **Business of AGM:** The following business will be discussed at the AGM:
- (a) confirmation of the minutes of the previous AGM;
 - (b) the Board's presentation of the following information during the most recently completed accounting period:
 - (i) the annual report;
 - (ii) the annual financial statements;
 - (iii) notice of any disclosures of conflicts of interest made by Officers (including a brief summary of the Matters, or types of Matters, to which those disclosures relate).
 - (c) the election of the President, Secretary, Treasurer and other Board Members and Club Officers;
 - (d) consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM;
 - (e) consideration of any other items of business that have been properly submitted for consideration at the AGM.
- 5.5 **Notice of proposed motions:** Members must give notice of any proposed motions and other items of business to the Club at least 10 days before the date of the AGM.
- 5.6 **Notice of agenda:** Notice of the agenda containing the business to be discussed at the AGM must be sent to all persons entitled to attend the AGM at least 7 days before the date of the AGM. No additional items of business can be voted on other than those set out in the agenda, but the Members present may agree by Special Resolution or unanimously to discuss any other items.
- 5.7 **Calling of Special General Meeting (SGM):** The Board must call a SGM if it receives a written request stating the purpose of the SGM from the Board itself or from at least 10 Members. The SGM must be held within 28 days of the request being received by the Board; if this does not occur the requisitioning Members may convene the SGM at the cost of the Club.
- 5.8 **Notice of SGM:** With the exception of an SGM convened under clause 5.7, Members must be given at least 14 days' notice of the SGM, unless the Board, in its discretion, decides that the nature of the SGM business is of such urgency that a shorter period of notice is to be given to Members. A SGM may only consider and deal with the business specified in the request for the SGM.
- 5.9 **Method of holding meeting:** A General Meeting (AGM or SGM) may be held by a quorum of people being assembled at the time and place appointed for the Meeting, participating by audio link, audio-visual link or other electronic communication or by a combination of those methods.
- 5.10 **Quorum:** The quorum for a General Meeting (AGM or SGM) is 15 Members of all categories, other than Junior, who are entitled to vote. No business may occur at any General Meeting unless a quorum is present at the General Meeting's start time. The quorum must always be present during the General Meeting.
- 5.11 **No quorum at AGM:** If a quorum is not met within 30 minutes of the AGM's scheduled start time, the AGM is adjourned to a day, time and place set by the Chair of the AGM. If no quorum is met at the further AGM, the Members present, in person or through audio, audio visual link or other electronic communication, 15 minutes after the further AGM's scheduled start time are deemed to constitute a valid quorum.

- 5.12 **No quorum at SGM:** If a quorum is not met within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.
- 5.13 **Control of General Meetings:** The President chairs General Meetings. If that person is unavailable, another Board Member (appointed by the Board) will preside. In the absence of both of those persons, the Members present will elect a person to chair the General Meeting.
- 5.14 **Omissions and irregularities:** The General Meeting and its business will not be invalidated if one or more Members do not receive notice of the Meeting. The General Meeting and its business will not be invalidated by an irregularity, error or omission in notices, agendas and papers of the Meeting or notice within the required time frame or the omission to give notice to all Members and any other error in the organisation of the Meeting if:
- (a) the Chair of the Meeting in their discretion determines that it is still appropriate for the Meeting to proceed despite the irregularity, error, or omission; and
 - (b) a motion to proceed is put to the Meeting and a majority, of two-thirds of votes cast, is obtained in favour of the motion to proceed.
- 5.15 **Attendance:** Members and any other persons invited by the Board are eligible to attend and speak at General Meetings.
- 5.16 **Voting:** All Members, other than Junior members, have one vote for each matter or resolution under consideration:
- (a) At all General Meetings voting shall be determined by a majority of the Members present by a show of hands unless a ballot is requested by at least 5 Members present;
 - (b) Voting by proxy is not permitted;
 - (c) Pursuant to clause 8, Members with a conflict or Interest in the matter under consideration are not permitted to vote.
- 5.17 **Minutes:** Minutes must be kept of all General Meetings.
- 5.18 **Resolution:** An Ordinary Resolution of Members at a General Meeting is sufficient to pass a resolution, except as specified in the Act or this Constitution.

6. Club Organisation and Governance

- 6.1 **Operation of the Club:** The day-to-day and longer-term operation of the Club will be carried out by Members of the Club who have been elected to specified roles, and these activities and the elected Members will be overseen by the Club Board.
- 6.2 **Functions and powers of the Board:** Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution the Board must manage, direct or supervise the operation and affairs of the Club and has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of the Club.
- 6.3 **Composition of the Board:** The following will be Members of the Board:
- (a) President, Secretary, Treasurer, Club Captain, and Course Convenor elected at the AGM, that is, the Board will consist of five (5) Members at a minimum;

- (b) The immediate past President may choose to be an ex-officio Member of the Board for the first year following the election of a new President.

6.4 **Role of President:** The President will engage in activities agreed with the Board which may include:

- (a) activities to promote the Club, good relations and communications between Members and the reputation and best interests of the Club, and
- (b) presiding at Board, General and other club Meetings and Club events.

6.5 **Role of Secretary:** The Secretary will:

- (a) attend to all correspondence and keep minutes of General Meetings and Board Meetings and ensure that any committee keeps minutes; and
- (b) keep all records and generally perform all the secretarial work of the Club. With the approval of the Board these tasks may be varied or delegated but the Secretary remains responsible to the Board for their performance.

6.6 **Role of Treasurer:** The Treasurer will:

- (a) monitor receipt of funds by the Club and pay all accounts approved by the Board. The Board may delegate levels of payment to the Treasurer by written authority;
- (b) invest all funds of the Club in the manner directed by the Board; and
- (c) keep the Club's financial accounts, submit appropriate financial statements at the AGM and undertake other tasks required by the Board.

6.7 **Committees:** Committees may be set up by the Board from time to time for the purpose of overseeing and organising any matters relating to the objects or business of the Club. Any such committee will consist of such number of Members as the Board deems fit.

6.8 **Election of Board Members and Other Offices:** Board Members and other offices are elected as follows:

- (a) All Member categories, other than Junior, can be elected to any Board or other Club Office;
- (b) Every candidate for election or re-election to any Office shall be nominated in writing by email. The nomination shall specify the Office sought and shall be lodged with the Secretary no later than ten (10) days before the day of the AGM;
- (c) The Secretary shall then circulate by email the nominees and Offices sought at least seven (7) days before the date of the AGM;
- (d) If there is only one candidate nominated for any one of the Offices, such candidate shall be declared elected for that Office by announcement at the AGM;
- (e) If there is more than one candidate nominated for any one of the Offices, the election shall be conducted by vote at the AGM, and the candidate with the highest number of votes shall be declared elected for that Office;
- (f) If the election of a number of Offices is carried out collectively and there are more candidates nominated than the number of Offices available, the election shall be conducted by vote at the AGM:

- (i) those nominees who have the highest number of votes in their favour to fit the number of available Offices are declared elected, and
 - (ii) if the number of votes for one or more nominees is equal to another nominee, a further vote will be held between the tied nominees;
- (g) Notwithstanding the above nominations shall also be open to the Members present at the Annual General Meeting.

6.9 **Qualification:** Every Board Member and other Officers must:

- (a) consent to undertake the role and, where applicable, be a Board Member; and
- (b) certify that they are not disqualified from being elected or holding Office as a Board Member by this Constitution or under section 47 of the Act; this is done by way of the Consent and certificate of Officer form, Template IS22-CCO.

6.10 **Disqualification:** The following persons are disqualified from being elected or holding Office as a Board Member:

- (a) A person who is disqualified from being elected or holding Office as a Board Member under section 47 of the Act;
- (b) A person who has been removed as a Board Member following a process under this Constitution or any Bylaw.

If any of the circumstances listed in (a) above occur to an existing Board Member, they are deemed to have vacated their Office upon the relevant authority making an order or finding against them of any of those circumstances.

6.11 **Term of Office:** The term of Office for all Board Members is one year, expiring at the end of the relevant AGM, when they may make themselves available for re-election. There is no restriction on the number of terms, consecutive or otherwise, a Member may hold a particular Office.

6.12 **Casual Vacancy:** If a Board vacancy arises during a term (a **Casual Vacancy**), the remaining Board Members may:

- (a) appoint a person of their choice to fill the Casual Vacancy until the next AGM; or
- (b) may leave the Casual Vacancy unfilled until the next AGM, at which a person is elected.

6.13 **Suspension of Board Member:** If any Board Member is or may be the subject of an allegation, notice or charge described under clause 6.10 or any circumstances arise in relation to a Board Member which are or may be of concern to the Board, the remaining Board Members may by Special Resolution suspend the Board Member from the Board and set conditions as it requires pending the final determination of the allegation, notice, charge or circumstances. Before imposing any suspension, the Board Member must be given notice of the suspension.

6.14 **Removal of Board Member:**

- (a) The Board may, by Special Resolution, remove any Board Member from the Board before the expiry of their term of Office if the Board considers the Board Member concerned:
 - (i) has seriously breached duties under this Constitution or the Act; or
 - (ii) is no longer a suitable person to be a Board Member.

- (b) The Board Member who is the subject of the motion is counted for the purpose of reaching a quorum but will not participate in the vote on the motion.
- (c) Before considering a motion for removal, the Board Member who is the subject of the motion must be given:
 - (i) notice that a Board Meeting is to be held to discuss the motion to remove the Board Member; and
 - (ii) adequate time to prepare a response; and
 - (iii) the opportunity prior to the Board Meeting to make written submissions; and
 - (iv) the opportunity to be heard at the Board Meeting.

6.15 **Board Member ceasing to hold Office:** A person ceases to be a Board Member if:

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

7. Board Meetings

- 7.1 **Calling meetings:** Board Meetings will generally be called and the dates set by the Secretary, generally at a monthly frequency. Meetings may also be called at any time by the Chair or by 3 other Board Members. Seven days' notice shall be given for the regular Board Meetings.
- 7.2 **Meeting procedure:** Except to the extent specified in the Act or this Constitution, the Board may regulate its own procedure.
- 7.3 **Quorum:** The quorum for a Board Meeting is 4 Board Members. Any Board Member may be counted for the purposes of a quorum, participate in any and vote on any proposed resolution at a Board Meeting without being physically present. This may occur by audio or audio-visual link or other electronic communication provided that all persons participating in the Board Meeting can hear each other effectively and simultaneously.
- 7.4 **Chair:** Board Meetings will be Chaired by the President. If the President is unavailable, another Board Member agreed to by the Board Members present at the time will undertake the Chair's role during the period of unavailability.
- 7.5 **Voting:** Each Board Member has one vote. Voting is by voices or on request of any Board Member by a show of hands or by a ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted. If there is an equality of votes, the Chair does not have a casting vote.
- 7.6 **Resolution in writing:** A resolution in writing signed or consented to by email or other electronic means by a majority of Board Members is as valid as if it had been passed at a Board Meeting. Any resolution may consist of several documents in the same form each signed by one or more Board Members.
- 7.7 **Other Persons:** The Board may invite other persons to attend all or part of any Board Meeting but such persons shall have no voting rights.

8. Interests

- 8.1 **Register of interests:** The Board must keep a register of interest disclosures made by Officers.
- 8.2 **Duty to disclose interest:** An Officer who is Interested in a Matter relating to the Club must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Board, as soon as practicable after the Officer becomes aware that they are interested in the Matter and include it in the register of interests.
- 8.3 **Consequences of being Interested:** A Board Member who is Interested in a Matter:
- (a) must not vote or take part in a decision of the Board relating to the Matter, unless all non-interested Board Members consent;
 - (b) must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Board Members consent;
 - (c) must not take part in any Board discussion relating to the Matter or be present at the time of the Board decision, unless all non-interested Board Members consent;
 - (d) may be counted for the purpose of determining whether there is a quorum at any Meeting at which the Matter is considered.
- 8.4 **Calling of SGM:** Despite clause 8.3, if 50% or more Board Members are Interested in a Matter, an SGM must be called to consider and determine the Matter.
- 8.5 **Notice of failure to comply:** The Board must notify Members of a failure to comply with section 63 or 64 of the Act, and of any transactions affected, as soon as practicable after becoming aware of the failure.

9. Finances

- 9.1 **Control and management of finances:** The funds and property of the Club are controlled, invested and disposed of by the Board, subject to this Constitution and devoted solely to the promotion of the purposes of the Club set out in clause 3.
- 9.2 **Financial year:** The Financial year is from 1st day of October to the 30th day of September of the following year.
- 9.3 **Balance date:** The Club's balance date is 31 August or the date the Board decides.
- 9.4 **No personal benefit:** The Officers and Members may not receive any distributions of profit or income from the Club. This does not prevent Officers or Members:
- (a) receiving reimbursement of actual and reasonable expenses incurred, or
 - (b) entering into any transactions with the Club for goods or services supplied to or from them, which are at arms' length, relative to what would occur between unrelated parties,

provided no Officer or Member is allowed to influence any such decision made by the Club in respect of payments or transactions between it and them, their direct family or any associated entity.

10. Indemnity and Insurance

- 10.1 **Indemnity:** The Club indemnifies its current and former Officers, Members and employees as permitted by section 96 of the Act.
- 10.2 **Insurance:** With the prior approval of its Committee, the Club may effect insurance for its current and former Officers, Members and employees as permitted by section 97 of the Act.
- 10.3 **Indemnity for Officers:** The Club is authorised to indemnify an Officer under section 96 of the Act or effect insurance for an Officer under section 97 of the Act for the following matters:
- (a) liability (other than criminal liability) for a failure to comply with a duty under sections 54 to 61 of the Act or any other duty imposed on the Officer in their capacity as an Officer; and
 - (b) costs incurred by the Officer for any claim or proceeding relating to that liability.

11. Amendments

- 11.1 **Amendments:** This Constitution may only be amended or replaced by Special Resolution of Members at a General Meeting (AGM or SGM);
- 11.2 **Minor Amendments:** If the amendment would have no more than a minor effect or is to correct errors or make similar technical alterations then the process in section 31 of the Incorporated Societies Act can be followed. This is for the Board to provide written notice of the amendment to all Members stating the text of the amendment and the right of the Member to object to the amendment. If no objection from a Member is received within 20 Working Days after the date on which the notice is sent, the committee may make the amendment. However, if an objection is received, the Club may not make the amendment under section 31.
- 11.3 **No amendment:** No amendment of this Constitution may be made which would allow personal pecuniary profits to any individuals.

12. Dispute resolution

- 12.1 **Definitions:** In this clause 12:
- (a) **Dispute** means a disagreement or conflict between and among any one or more Members, any one or more Officers and the Club, that relates to an allegation that:
 - (i) a Member or an Officer has engaged in misconduct; or
 - (ii) a Member or an Officer has breached, or is likely to breach, a duty under this Constitution, Club Bylaws or the Act; or
 - (iii) the Club has breached, or is likely to breach, a duty under this Constitution, Club Bylaws or the Act; or
 - (iv) a Member's rights or interests as a Member have been damaged or Members' rights or interests generally have been damaged;
 - (b) **Disputes Procedure** means the procedure for resolving a Dispute set out in clauses 12.5 to 12.13;
 - (c) a **Member** is a reference to a Member acting in their capacity as a Member;

(d) an **Officer** is a reference to an Officer acting in their capacity as an Officer.

12.2 **Application of other legislation to a Dispute:** The Disputes Procedure will not apply to a Dispute to the extent that other legislation requires the Dispute to be dealt with in a different way. The Disputes Procedure will have no effect to the extent that it contravenes, or is inconsistent with, that legislation.

12.3 **Application of other procedures under this Constitution or in a Bylaw:**

(a) If the Dispute is dealt with by a separate procedure under this Constitution (e.g. clause 6.14), that other procedure applies to the exclusion of the Disputes Procedure. If any part of the other procedure is inconsistent with the rules of natural justice, that part will not apply, but the remainder of the other procedure will continue to apply together with adjustments as determined by the Board in its discretion so that the other procedure is consistent with the rules of natural justice.

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

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

Disputes Procedure

12.5 **Raising a complaint:**

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

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

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

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

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

12.7 **Decision to not proceed with a matter:** Despite the contents of the Disputes Procedure, the Club may decide not to proceed with a matter if:

- (a) the Complaint is trivial; or
- (b) the Complaint does not appear to disclose or involve any allegation of the following kind:
 - (1) any material misconduct; or
 - (2) any material breach or likelihood of material breach of a duty under this Constitution or the Act; or

- (3) any material damage to a Member's rights or interests or Members' rights or interests generally; or
- (c) the Complaint appears to be without foundation or there is no apparent evidence to support it; or
- (d) the person who makes the Complaint has an insignificant interest in the matter; or
- (e) the conduct, incident, event, or issue giving rise to the Complaint has already been investigated and dealt with under this Constitution; or
- (f) there has been an undue delay in making the Complaint.

12.8 **Complaint may be referred:** The Club may refer a Complaint to:

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

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

12.10 **Bias:** An individual may not be part of a Hearing Body in relation to a Complaint if two or more Members of the Board or of the Hearing Body consider there are reasonable grounds to believe that the individual may not be:

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

12.11 **Complainant's right to be heard:** The Complainant (Member or Officer or Club):

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

12.12 **Respondent's right to be heard:** The Member or Officer who, or the Club which, is the subject of the Complaint (**Respondent**):

- (a) has a right to be heard before the Complaint is resolved or any outcome is determined; a Board Member may exercise the right on behalf of the Club.

- (b) must be taken to have been given the right if:
 - (i) the Respondent is fairly advised of all allegations concerning the Respondent, with sufficient details and time given to enable the Respondent to prepare a response; and
 - (ii) the Respondent has a reasonable opportunity to be heard in writing or at an oral hearing, if one is to be held; and
 - (iii) an oral hearing is held if the Hearing Body considers that an oral hearing is needed to ensure an adequate hearing; and
 - (iv) an oral hearing, if any, is held before the Hearing Body; and
 - (v) the Respondent's written statement or submissions, if any, are considered by the Hearing Body.

12.13 **Appeals:** There is no right of appeal or right of review of a decision. Members have the right to appeal decisions of the Club to Golf NZ but only if a right of appeal is permitted under the constitution and regulations of Golf NZ.

13. Liquidation and removal

- 13.1 **Notice:** The Board must give notice to all Members at least 20 Working Days of a proposed motion:
- (a) to appoint a liquidator;
 - (b) to remove the Club from the Register of Incorporated Societies; or
 - (c) for the distribution of the Club's surplus assets.

The notice must comply with section 228 of the Act and include details of the General Meeting at which the proposed motion is to be considered.

- 13.2 **Special Resolution:** Any resolution for a motion set out in clauses 13.1 (a) to (c) must be passed by a Special Resolution of Members present in person at a SGM called for the purpose of winding up.
- 13.3 **Surplus assets:** The surplus assets of the Club, after the payment of all costs, debts and liabilities, must be disposed of to any other not-for-profit entity that shares similar purposes to the Club in the immediate area of Mercury Bay South.

14. Miscellaneous

- 14.1 **Bylaws:** The Board may make and amend Bylaws for the conduct and control of the Club's activities and codes of conduct applicable to Members. Any Bylaw must be consistent with this Constitution, the Club's purposes set out in clause 3, the Act and any other laws. All Bylaws are binding on the Club and the Members. The making, amendment, revocation, or replacement of a Bylaw is not an amendment of this Constitution.
- 14.2 **Affiliation:** The Club may become affiliated with any other club or organisation of sporting or recreational bodies or federations which in the opinion of the Board is or may be beneficial to the purposes of the Club and for this purpose is to disburse such membership fee or subscription required for that affiliation.
- 14.3 **Matters not provided for:** If any matter arises that, in the opinion of the Board, is not provided for in this Constitution or any Bylaws, or if any dispute arises out of the interpretation of this Constitution or the Bylaws, the matter or dispute will be determined by the Board.

15. **Certification**

- 15.1 Certified as a true and correct copy of the Constitution of the Purangi Golf & Country Club Incorporated, adopted by special resolution at the Annual General Meeting held on 22 November 2025.