



# MASTERTON GOLF CLUB CONSTITUTION

SEPTEMBER 2025

# CONTENTS

1.	<b>Introduction</b> .....	4
1.1.	Name .....	4
1.2.	Charitable status.....	4
1.3.	Registered office .....	4
1.4.	Contact person .....	4
1.5.	Interpretation .....	4
1.6.	Purposes .....	5
1.7.	Restrictions on Club powers.....	5
2.	<b>Members</b> .....	5
2.1.	Minimum number of Members.....	5
2.2.	Register of Members .....	5
2.3.	Membership categories .....	5
2.4.	Becoming a Member .....	6
2.5.	Members' obligations and rights .....	6
2.6.	Ceasing to be a Member .....	6
2.7.	Suspension of Member .....	7
3.	<b>Subscriptions and Fees</b> .....	7
3.1.	Annual subscription .....	7
3.2.	Entrance fees (if any) .....	7
3.3.	Annual levies (if any) .....	7
4.	<b>General Meetings</b> .....	8
4.1.	Conduct of General Meeting .....	8
4.2.	Notice of General Meeting .....	8
4.3.	Entitlement to vote.....	8
4.4.	Voting.....	8
4.5.	Quorum at General Meeting.....	8
5.	<b>Annual General Meetings</b> .....	8
5.1.	Timing.....	8
5.2.	Business .....	9
6.	<b>Special General Meetings</b> .....	9
7.	<b>Officers</b> .....	9
7.1.	Requirements for Officers.....	9
7.2.	Duties of Officers .....	10
8.	<b>Board</b> .....	10
8.1.	Board composition.....	10
8.2.	Election of Board Members.....	10

8.3.	Term.....	11
8.4.	Removal of officers .....	11
8.5.	Ceasing to hold office .....	11
8.6.	Powers of the Board.....	11
8.7.	Sub-Committees .....	12
9.	<b>Board Meetings</b> .....	12
9.1.	Frequency .....	12
9.2.	Quorum.....	12
9.3.	Voting.....	12
10.	<b>Finances</b> .....	12
10.1.	Control and management .....	12
10.2.	Financial Year.....	13
10.3.	Reviewer .....	13
11.	<b>Conflicts of Interest</b> .....	13
11.1.	Conflicts of Interest Register.....	13
11.2.	Determining conflicts of interest.....	13
11.3.	Managing conflicts of interest .....	13
11.4.	Information.....	14
12.	<b>Dispute Resolution</b> .....	14
13.	<b>Indemnity and Insurance</b> .....	14
14.	<b>Amending the Constitution</b> .....	14
15.	<b>Liquidation and removal from the register</b> .....	15
15.1.	Resolving to put Club into liquidation.....	15
15.2.	Resolving to apply for removal from the register .....	15
15.3.	Surplus assets .....	15
16.	<b>Bylaws</b> .....	16
17.	<b>Appendix 1: Dispute Resolution Policy</b> .....	17
17.1.	Meanings of dispute and complaint .....	17
17.2.	How a complaint is made.....	17
17.3.	Investigating and determining a dispute .....	17
17.4.	Club may decide not to proceed further with complaint.....	18
17.5.	Person or Club who makes complaint has right to be heard .....	18
17.6.	Person who is subject of complaint has right to be heard.....	18
17.7.	Decision makers .....	19

# CONSTITUTION

## 1. Introduction

### 1.1. Name

The name of the Club is Masterton Golf Club Incorporated (referred to in this Constitution as the Club).

### 1.2. Charitable status

The Club is not and does not intend to be registered as a charitable entity under the Charities Act 2005.

### 1.3. Registered office

The registered office of the Club is the Clubhouse, Bolton's Road, Masterton, or any other place nominated by the Board.

The Registrar of Incorporated Societies will be notified of any change to the registered office.

### 1.4. Contact person

The Board must appoint at least one contact person who the Registrar of Incorporated Societies can contact when needed. The Board must notify the Registrar of any change of contact person or their details.

### 1.5. Interpretation

The following definitions apply in the Constitution

**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 of the Club held once per year.

**Board** means the Club's governing body.

**Constitution** means this Constitution.

**General Meeting** means the Annual General Meeting or a Special General Meeting or any general meeting.

**Member** means a member of the Club as defined in Clause 2.3.

**Notice to all Members** includes any notice given by email, post, courier or other approved electronic means.

**Officers** of the Society are all the Board Members, as defined by the Act.

**Register** means the register of Members kept as required under the Act.

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

## **1.6. Purposes**

The primary purposes of the Club are to:

- a. be a member of Wellington Golf Incorporated and Golf NZ
- b. promote, develop, foster and administer golf, 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 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.

## **1.7. Restrictions on Club powers**

The Club must not be carried on for the financial gain of any of its Members. This does not apply to a situation where the Club engages a Member to provide goods and/or services where appropriate due diligence has been carried out.

# **2. Members**

## **2.1. Minimum number of Members**

The Club will maintain a minimum of 10 Members as required by the Act.

## **2.2. Register of Members**

The Club 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 Committee becomes aware of changes in the information recorded in the Member register.

The Committee will keep a record of those who have ceased to be a Member within the previous 7 years and the date on which they ceased to be a Member.

## **2.3. Membership categories**

The Board has the power to add, delete or amend any categories of Membership deemed necessary for the benefit of the Club. The Board has the right to restrict the number of Members in any such class to such number of Members as it determines. The classes of Membership and the method by which Members are admitted to different classes of Membership are as follows:

- a. **Playing Member** - A Playing Member is an individual who has been elected and who has paid all fees and subscriptions due. Playing Membership confers on such Members full privileges of the Club with the right to play golf at any time that has not specifically been set aside for other categories of Members or tournaments or the like.
- a. **Youth Member** - Youth Members are those people under the age prescribed by the Board. The Board determines the subscription payable by Youth Members and their playing rights. A Youth Member automatically becomes a Playing Member upon reaching the prescribed age and upon paying the appropriate subscription fee.
- b. **Seasonal Member** – Seasonal Members are those people who apply to join for a period of time as defined by the Board. The Board determines the subscription payable by Seasonal Members and their playing rights.

#### 2.4. Becoming a Member

A person wishing to become a Member will submit an application form to the Board, together with such a fee as prescribed by the Board.

Applications are decided by the Board, which may accept or decline an application at its absolute discretion. A person becomes a Member when their application has been accepted and they have paid the required Membership fees and satisfied any other preconditions.

Every person who wishes to become and remain a Member, becomes and remains a member of Wellington Golf Incorporated and Golf NZ, unless not required to do so by Golf NZ.

If any person has been a Member of the Club and their Membership has been revoked by the Club then that person is not entitled to play golf at the course.

#### 2.5. Members' obligations and rights

All Members are bound by, and will comply with, this Constitution and any Bylaws, and to the extent they apply, the rules, procedures or policies of the Club, Wellington Golf Incorporated and Golf NZ.

All Members will promote the interests and purposes of the Club and will do nothing to bring the Club into disrepute.

All Members are entitled to all rights and entitlements granted by this Constitution or as determined by the Board if all subscriptions and any other fees have been paid to the Club by their respective due dates.

The Board may decide what access or use Members may have of or to any premises, facilities, equipment or other property owned, occupied or otherwise used by the Club, and to participate in Club activities, including any conditions of and fees for such access, use or involvement.

#### 2.6. Ceasing to be a Member

- a. by giving notice to the Board of their resignation
- b. if their membership is terminated for a breach under clause 2.5 or 3.1
- c. if their membership is terminated following the Dispute Resolution Policy, Appendix 1 or such other process set out or referred to in this Constitution
- d. on death.

A Member who has ceased to be a Member under this Constitution:

- a. may remain liable to pay all subscriptions and other fees to the Club's next balance date. The Board may waive this requirement at their discretion
- b. will cease to hold himself or herself out as a Member of the Club
- c. will cease to be entitled to any of the rights of a Club Member.

### **2.7. Suspension of Member**

If a Member is, or may be, in breach under clause 2.5 and the Committee believes it is in the best interests of the Club to do so, the Committee 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.

Unless otherwise determined by the Committee, 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.

## **3. Subscriptions and Fees**

### **3.1. Annual subscription**

The Board will determine any membership and other fees payable by Members and the due date for those fees. The Committee may determine different levels of membership fees and other fees for different types of Members.

A Member who has not paid their subscription, or entered into a payment schedule, by the agree due date is not entitled to vote at any meeting of the Club nor play on the course nor be allowed to take part in any tournaments or competitions on the course or as a Member of the Club on any other course.

If such arrears are not paid within 3 calendar months of the due date for payment of the subscription, any other fees, or levy, the Board may terminate the Member's membership (without being required to give prior notice to that Member).

### **3.2. Entrance fees (if any)**

The entrance fee for each category of Membership will be fixed by the Board from time to time.

The Board will have the power to reimburse or refund the whole of any portion of an entrance fee where, in its opinion, it is desirable to do so.

### **3.3. Annual levies (if any)**

Club Levies for specific purposes such as Course Development, replacement of plant and/or maintenance or purchase of specific facilities for the Club will be set at the Annual General Meeting or at any other time by way of Special General Meeting.

## **4. General Meetings**

### **4.1. Conduct of General Meeting**

A General Meeting of Members may be held at a time and place determined by the Board. The meeting may be held face to face, by audio, or any digital visual method permitted by the Board.

The Chairperson or, in their absence, a Board Member must chair all general meetings.

Minutes of all General Meetings must be kept.

### **4.2. Notice of General Meeting**

The Board will give all Members at least 14 days' written notice of any General Meeting and of the business to be conducted at that General Meeting.

That Notice will be addressed to the Member at the contact address notified to the Club and recorded in the Club's register of Members. The General Meeting and its business will not be invalidated simply because one or more Members do not receive the Notice of the General Meeting.

### **4.3. Entitlement to vote**

Playing Members and Youth Members over 18 years of age only are entitled to vote at General Meetings.

No Member will be entitled to vote at any General Meeting if his/her subscription is unpaid.

### **4.4. Voting**

No voting by proxy will be permitted. Each playing member present will have one vote. In the event of a tied vote, the person chairing the meeting will have an optional casting vote.

Voting at all meetings will be carried out in a manner determined by the Chairperson and may include voting by a show of hands, by voice, by paper or electronic device.

Decisions at any General Meeting, except as otherwise provided, will be by a simple majority.

### **4.5. Quorum at General Meeting**

No General Meeting may be held unless at least 15 or more eligible financial Members attend throughout the meeting and this will constitute a quorum.

If, within half an hour after the time appointed for a meeting, a quorum is not present the meeting will be adjourned to a day, time and place determined by the Chairperson. If a new meeting date a quorum is not present those Members present will be deemed to constitute a sufficient quorum.

## **5. Annual General Meetings**

### **5.1. Timing**

An Annual General Meeting will be held once a year on a date and at a location determined by the Board. The Rules outlined in Clause 4. General Meetings will apply.

The Annual General Meeting must be held no later than the earlier of the following:

- a. six months after the balance date of the Club or
- b. 15 months after the previous Annual General Meeting.

## **5.2. Business**

The business of an Annual General Meeting will be to:

- a. elect the Patron
- b. confirm the minutes of the last Annual General Meeting and any Special General Meeting(s) held since the last Annual General Meeting
- c. receive and adopt the annual report on the operations and affairs of the Club
- d. receive and adopt the Board's report on the finances of the Club, and the reviewed financial statements
- e. provide a summary of the Disclosures of Conflicts of Interest recorded in the Conflicts of Interest Register as set out in Clause 11
- f. elect Board Members in accordance with this Constitution
- g. consider any motions of which prior notice has been given to Members with notice of the Meeting
- h. consider any general business.

## **6. Special General Meetings**

Special General Meetings may be called at any time by the Board by resolution.

The Board must call a Special General Meeting if it receives a written request signed by at least five percent of Members.

Any resolution or written request must state the business that the Special General Meeting is to deal with. The Rules outlined in Clause 4. General Meetings will apply.

## **7. Officers**

### **7.1. Requirements for Officers**

An Officer is a natural person who:

- a. is a member of the Board, or
- b. has a position in the Club that allows them to exercise significant influence over the management or administration of the Club.

Prior to election or appointment as an Officer a person must:

- a. consent in writing to be an Officer
- b. certify that they are not disqualified from being elected or appointed or otherwise holding office as an Officer under section 47(3) of the Act.

The Board must notify the Registrar of Incorporated Societies of any change in Officers or their details.

## 7.2. Duties of Officers

At all times each Officer:

- a. will act in good faith and in what he or she believes to be the best interests of the Club.
- b. must exercise all powers for a proper purpose
- c. must not act, or agree to the Club acting, in a manner that contravenes the Act or this Constitution
- d. when exercising powers or performing duties as an Officer, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances taking into account, but without limitation:
  - the nature of the Club
  - the nature of the decision
  - the position of the Officer and the nature of the responsibilities undertaken by him or her
- e. must not agree to the activities of the Club being, or cause or allow the activities of the Club to be carried on in a manner likely to create a substantial risk of serious loss to the Club or to the Club's creditors
- f. must not agree to the Club incurring an obligation unless he or she believes at that time on reasonable grounds that the Club will be able to perform the obligation when it is required to do so.

## 8. Board

### 8.1. Board composition

The Board will comprise no fewer than five and no more than 8 members. At the discretion of the Board up to three external members may be co-opted which are counted towards the maximum number of Board members. The term of the co-opted member is to the next Annual General Meeting where they may be reappointed for a maximum of three terms.

The position of Board Chairperson is to be elected by the Board members.

### 8.2. Election of Board Members

The Patron of the Club will be elected annually at the Annual General Meeting. The Patron will have all the privileges of a full playing Member but will take no part in the management of the Club.

Any Member wishing to become a Board member will submit a nomination in writing, no less than 14 days prior to the Annual General Meeting, bearing the signature of the proposer and seconder (being fully paid Members of the Club) and signed by the Member indicating their willingness to be elected.

Any officer of the Club whose office comes up for election is eligible for re-election and is not required to complete a formal nomination but must advise the Board of their wish to be re-elected prior to the closing of nominations.

If the number of candidates for election to the Board exceeds the number of vacancies, a ballot will be held. The five members of the Board elected by the Members at the Annual General Meeting will be the five highest polling candidates.

In the event that no nominations or insufficient nominations are received for any position on the Board, the Chairperson at the Annual General Meeting may accept nominations at the meeting called to elect persons to such positions.

If a retiring Board member seeks re-election and there are no other nominations for the office held by that Member they are deemed elected. If a Board member does not seek re-election and there has been only one nomination for the office held by that Member, such nominee is deemed elected.

Scrutineers will be appointed by the Chair to determine the results of any ballots conducted prior to the ballots being undertaken.

In the event of a tie in the voting a further vote will be held between the tied nominees.

If any general position on the Board becomes vacant before the next Annual General Meeting for whatever reason, the remaining Board members are entitled to appoint any other Member to fill that position for the remainder of the term of the vacating officer.

### **8.3. Term**

Board members will each be elected for a term of three years expiring at the end of the Annual General Meeting in the year corresponding with the last year of each Officer's term of office.

No Officer will serve for more than three consecutive terms.

No Chairperson will serve for more than six consecutive years as Chairperson.

### **8.4. Removal of officers**

A Board member is immediately disqualified from office if the member:

- a. has their membership of the Club terminated for misconduct
- b. is absent from 3 Board meetings without leave of absence from the Board
- c. has brought the Club into disrepute
- d. is convicted of an offence liable to punishment by imprisonment
- e. is declared bankrupt
- f. loses legal capacity.
- g. is disqualified from being an officer under the Act.

A Board member may be removed from office as an outcome of an investigation under the Club's Dispute Resolution Policy, Appendix 1.

### **8.5. Ceasing to hold office**

An Officer ceases to hold office when they resign (by notice in writing to the Board), are removed, die, or otherwise vacate office in accordance with section 50(1) of the Act.

### **8.6. Powers of the Board**

The Club will be managed by, or under the direction or supervision of, the Board, in accordance with the Act, any Regulations made under that Act, and this Constitution.

## **8.7. Sub-Committees**

The Board may appoint Sub-Committees consisting of such people (whether or not Members of the Club) and for such purposes as it requires. Sub-Committees will have at least one Board member. Unless otherwise resolved by the Board:

- a. the quorum of every Sub-Committee is half the members of the Sub-Committee but not less than two
- b. no Sub-Committee will have power to co-opt additional members without approval from the Board
- c. a Sub-Committee must not commit the Club to any obligation or financial expenditure without authority from the Board
- d. a Sub-Committee must not further delegate any of its powers without approval from the Board.

## **9. Board Meetings**

If at a meeting of the Board, the Chairperson is not present, the members of the Board present may choose one of their number to Chair the meeting.

### **9.1. Frequency**

The Board will meet as required at such times and places and in such manner (including by audio, audio and visual, or electronic communication) as it may determine and otherwise where and as convened by the Chairperson.

### **9.2. Quorum**

The quorum for Board meetings will be half the current elected (or appointed) Board members with fractions rounded up

If a quorum is unavailable for any meeting of the Board or if the Board loses its quorum during the meeting then the Board can continue to meet and make recommendations provided that any resolutions must be ratified by a subsequent meeting with a full quorum before those resolutions can be effected.

### **9.3. Voting**

A resolution of the Board is passed at any meeting of the Board if a majority of the votes cast on it are in favour of the resolution. Every Officer on the Board will have one vote.

The Chairperson has a casting vote in the event of a tied vote on any resolution of the Board.

## **10. Finances**

### **10.1. Control and management**

The funds and property of the Club will be used for the purposes of the Club as set out in this Constitution.

The Board may establish bank accounts as it considers appropriate and must be operated, manually or electronically, jointly on the signatures of either of the persons appointed and

authorised by the Board. All accounts paid or for payment will be submitted to the Board for approval of payment.

The Board must ensure that accounting records are kept that:

- a. correctly record the transactions of the Club
- b. allow the Club to produce financial statements that comply with the requirements of the Act
- c. would enable the financial statements to be readily and properly audited or reviewed (if required under any legislation or the Club's Constitution).

## **10.2. Financial Year**

The Club's financial year commences on 1 November each year and ends on 31 October the following year.

## **10.3. Reviewer**

If required by the Act or any other pertinent legislation, or required by the Board or the Members by resolution at a properly constituted meeting, the Club will have an auditor or reviewer who is appointed at each Annual General Meeting.

# **11. Conflicts of Interest**

## **11.1. Conflicts of Interest Register**

The Board must maintain a Conflicts of Interest Register to record any conflict of interest disclosed by a Board member or other Officer of the Club.

At the Annual General Meeting the Board must provide a summary of disclosures of conflicts of interest recorded in the Register during the reporting period since the last Annual General Meeting.

## **11.2. Determining conflicts of interest**

A Board member or other Officer has a conflict of interest if they have a personal interest in a matter that is, or could be, in conflict with the interests of the Club in that matter, if:

- a. they or a member of their family may benefit financially from the matter
- b. they have an interest in the matter that could affect their objectivity or create personal bias that would influence their judgements
- c. they otherwise have an interest as defined by the Act.

Disclosure must be made as soon as practicable after the Officer or member becomes aware that they are interested in the matter.

## **11.3. Managing conflicts of interest**

The Board member or other Officer who has a conflict of interest relating to a matter:

- a. must not vote or take part in the decision of the Board relating to the matter, unless all members of the Board agree to them doing so
- b. may take part in any discussions relating to the matter and be present at the time of the decision of the Board unless the Board decides otherwise

- c. if in attendance at the meeting, may still be counted as part of the quorum for the meeting, even though they are unable to vote.

#### **11.4. Information**

A Member may at any time make a written request to the Club for information held by the Club, such request to specify the information sought in sufficient detail to enable it to be identified. The obligations to provide the information are set out in the Act.

The Board may, at their sole discretion, require the Member to pay a fee to cover the cost of providing the Member with the information.

### **12. Dispute Resolution**

Where a Member has a grievance alleging damage to the Member's rights or interests as a Member, or to Members' rights and interests generally, caused by a decision, action or failure to act by the Board, the matter must be dealt with using the procedures set out in the Dispute Resolution Policy, Appendix 1.

The grievance procedure must at all times be consistent with the rules of natural justice and comply with the requirements of the Act.

### **13. Indemnity and Insurance**

The Club may arrange insurance for its Board members, Members, and employees to cover liability arising from wrongful acts committed in the proper discharge of their duties, including defence costs, provided such insurance is permitted by law and expressly authorised by this Constitution.

Members of the Board, Members, and employees are indemnified by the Club from and against all losses and expenses incurred by them in or about the proper discharge of their respective duties, except such as may arise from actions which are criminal, dishonest, fraudulent, or wilfully or intentionally negligent.

### **14. Amending the Constitution**

This Constitution may only be amended by resolution passed by two-thirds of Members present and entitled to vote at a General Meeting of the Club.

Notice of the General Meeting must include the proposed changes and be notified to Members at least 14 days prior to the meeting.

No amendment of the Constitution will be allowed that, in the opinion of the Board may be detrimental to the Club.

Minor, or technical amendments to the Constitution may be made by the Board in accordance with and subject to the Act and written notice of any such amendment must be sent to every Member within fourteen days after the date of the Board resolving to make the amendment.

When an amendment is approved by a General Meeting it will be notified to the Registrar of Incorporated Societies in the form and manner specified in the Act for registration, and will take effect from the date of registration.

## **15. Liquidation and removal from the register**

### **15.1. Resolving to put Club into liquidation**

The Club may be liquidated in accordance with the provisions of Part 5 of the Act.

The Board will give 30 Working Days written Notice to all Members of the proposed resolution to put the Club into liquidation.

The Board will also give written Notice to all Members of the General Meeting at which any such proposed resolution is to be considered. The Notice will include all information as required by section 228(4) of the Act.

Any resolution to put the Club into liquidation must be passed by a two-thirds majority of all Members present and voting.

### **15.2. Resolving to apply for removal from the register**

The Club may be removed from the Register of Incorporated Societies in accordance with the provisions of Part 5 of the Act.

The Board will give 20 Working Days written Notice to all Members of the proposed resolution to remove the Club from the Register of Incorporated Societies.

The Board will also give written Notice to all Members of the General Meeting at which any such proposed resolution is to be considered. The Notice will include all information as required by section 228(4) of the Act.

Any resolution to remove the Club from the Register of Incorporated Societies must be passed by a two-thirds majority of all Members present and voting.

### **15.3. Surplus assets**

If the Club is liquidated or removed from the Register of Incorporated Societies, no distribution will be made to any Member.

On the liquidation or removal from the Register of Incorporated Societies of the Club, its surplus assets, after payment of all debts, costs and liabilities, will be given or transferred to some other organisation having purpose similar to the purpose of the first organisation, or to a nominated charitable organisation within New Zealand.

However, in any resolution under this rule, the Club may approve a different distribution to a different not-for-profit entity from that specified above, so long as the Club complies with this Constitution and the Act in all other respects.

## 16. Bylaws

The Board from time to time may make and amend bylaws, and policies for the conduct and control of Club activities and codes of conduct applicable to Members, but no such bylaws, policies or codes of conduct applicable to Members will be inconsistent with this Constitution, the Act, regulations made under the Act, or any other legislation.

Any decision of the Board on the interpretation of the Club rules or any matter or thing contained in the Club rules and which pertains to the Club, its property or its interests, is conclusive and binding on all Members of the Club until revoked at a General Meeting.

## **17. Appendix 1: Dispute Resolution Policy**

### **17.1. Meanings of dispute and complaint**

A dispute is a disagreement or conflict involving the Club and/or its Members in relation to specific allegations set out below.

The disagreement or conflict may be between any of the following persons: 2 or more Members; 1 or more Members and the Club; 1 or more Members and 1 or more Officers; 2 or more Officers, 1 or more Officers and the Club; 1 or more Members or Officers and the Club.

The disagreement or conflict relates to any of the following allegations—

- a. a Member or an Officer has engaged in misconduct
- b. a Member or an Officer has breached, or is likely to breach, a duty under the Club's Constitution or bylaws or the Act
- c. the Club has breached, or is likely to breach, a duty under the Club's Constitution or bylaws or the Act
- d. a Member's rights or interests as a Member have been damaged or Member's rights or interests generally have been damaged.

### **17.2. How a complaint is made**

A Member or an Officer may make a complaint by giving to the Board a notice in writing that:

- a. states that the Member or Officer is starting a procedure for resolving a dispute in accordance with the Club's Constitution
- b. sets out the allegation(s) to which the dispute relates and whom the allegation or allegations is or are against
- c. sets out any other information or allegation(s) reasonably required by the Club.

The Club may make a complaint involving an allegation against a Member or an Officer by giving to the Member or Officer a notice in writing that:

- a. states that the Club is starting a procedure for resolving a dispute in accordance with the Club's Constitution
- b. sets out the allegation(s) to which the dispute relates.

The information setting out the allegation(s) must be sufficiently detailed to ensure that a person against whom an allegation or allegations is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that person to prepare a response.

### **17.3. Investigating and determining a dispute**

All Members (including the Board) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the Club's activities.

The Club must, as soon as is reasonably practicable after receiving or becoming aware of a complaint made in accordance with its Constitution, ensure that the dispute is investigated and determined.

Disputes must be dealt with under the Constitution in a fair, efficient, and effective manner and in accordance with the provisions of the Act.

The complainant raising a dispute, and the Board, must consider and discuss whether a dispute may best be resolved through informal discussions, mediation, arbitration, or a tikanga-based practice. Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement.

#### **17.4. Club may decide not to proceed further with complaint**

Despite the ‘Investigating and determining dispute’ rule above, the Club may decide not to proceed further with a complaint if:

- a. the complaint is considered to be trivial
- b. the complaint does not appear to disclose or involve any allegation of the following kind:
  - that a Member or an Officer has engaged in material misconduct
  - that a Member, an Officer, or the Club has materially breached, or is likely to materially breach, a duty under the Club’s Constitution or bylaws or the Act
  - that a Member’s rights or interests or Members’ rights or interests generally have been materially damaged
- c. the complaint appears to be without foundation or there is no apparent evidence to support it
- d. the person who makes the complaint has an insignificant interest in the matter
- e. the conduct, incident, event, or issue giving rise to the complaint has already been investigated and dealt with under the Constitution
- f. there has been an undue delay in making the complaint.

#### **17.5. Person or Club who makes complaint has right to be heard**

A Member or an Officer who makes a complaint has a right to be heard before the complaint is resolved or any outcome is determined.

If the Club makes a complaint the Club has a right to be heard before the complaint is resolved or any outcome is determined and an Officer may exercise that right on behalf of the Club.

Without limiting the manner in which the Member, Officer, or Club may be given the right to be heard, they must be taken to have been given the right if:

- a. they have a reasonable opportunity to be heard in writing or at an oral hearing (if one is held)
- b. an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing
- c. an oral hearing (if any) is held before the decision maker
- d. the Member’s, Officer’s, or Club’s written or verbal statement or submissions (if any) are considered by the decision maker.

#### **17.6. Person who is subject of complaint has right to be heard**

This clause applies if a complaint involves an allegation that a Member, an Officer, or the Club”

- a. has engaged in misconduct
- b. has breached, or is likely to breach, a duty under the Club’s Constitution or bylaws or this Act
- c. has damaged the rights or interests of a Member or the rights or interests of Members generally.

The respondent has a right to be heard before the complaint is resolved or any outcome is determined.

If the respondent is the Club, an Officer may exercise the right on behalf of the Club.

Without limiting the manner in which a respondent may be given a right to be heard, a respondent must be taken to have been given the right if:

- a. the respondent is fairly advised of all allegations concerning the respondent, with sufficient details and time given to enable the respondent to prepare a response
- b. the respondent has a reasonable opportunity to be heard in writing or at an oral hearing (if one is held) including if the decision maker considers that an oral hearing is needed to ensure an adequate hearing
- c. the respondent's written statement or submissions (if any) are considered by the decision maker.

#### **17.7. Decision makers**

A person may not act as a decision maker in relation to a complaint if two or more Members of the Board or a complaints sub-committee consider that there are reasonable grounds to believe that the person may not be:

- a. impartial
- b. able to consider the matter without a predetermined view.