

MOTUEKA GOLF CLUB INCORPORATED

BYLAWS

INDEX

Introduction

1. Organisation and Management
2. Membership
3. Life Membership
4. Legacies and Donations
5. Annual Accounts
6. Winding Up
7. Golf
8. Competitions
9. Handicaps
10. Tee Time Protocols
11. Visitors
12. Priority on the Course
13. Clubs, Trundlers and Carts
14. Dogs
15. Caddies
16. Clubhouse
17. Dress Code
18. Mobile Phones
19. Posting of Notices
20. Club Property
21. Thefts, Losses etc
22. Member Code of Conduct
23. Member Misconduct – Formalities
24. Suggestions
25. Gratuities

MOTUEKA GOLF CLUB INCORPORATED

BYLAWS

- Appendix 1. Process to be followed by Management Committee in considering nominations for Life Membership
- Appendix 2. Procedure for Complaints alleging Member misconduct in their capacity as a Member – Clause 15.8 of the Constitution
- Appendix 3. Appeal Procedure for alleged misconduct of a member in their capacity as a Member

BYLAWS

INTRODUCTION

Any words in these Rules and Bylaws importing one gender shall include all other genders.

Motueka Golf Club Incorporated (which operates as Motueka Golf club and is hereinafter referred to as the 'Club') is a Members Club, which is an Incorporated Society number 224956 incorporated under the Incorporated Societies Act 2022. As such the Club has no Share Capital and pays no Dividends.

The purposes of the Club, as set out in the Constitution, are as follows:-

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

The Club was originally formed in 1920 and was initially registered as an Incorporated Society in April 1924 under the Incorporated Societies Act 1908. The Club was re-registered as an Incorporated Society under the Incorporated Societies Act 2022 in [date]. It is now governed by its Constitution and these Bylaws, copies of which may be obtained from the Club's website.

The Constitution defines the responsibilities of the Club's governing body (known as the Management Committee), the business of the Club, and the means by which the Members exert control over the Management Committee. The Constitution may only be changed with the permission of the Members.

The Bylaws amplify the Constitution by dealing with areas of detail which are not appropriate to be dealt with in the Constitution. The Bylaws may be altered from time to time by the Management Committee as deemed necessary to facilitate the proper conduct and management of the affairs of the Club.

Taken together the Constitution and Bylaws deal with the contractual relationship between the Members and the Club, and between the Members themselves.

Any dispute or difference which may arise as to the meaning of the Constitution and Bylaws shall be determined by the Management Committee, whose decision shall be final and binding on all Members.

1 Organisation and Management

1.1 The Management Committee

The Management Committee is responsible for the management of the Club and, subject to the provisions of the Constitution, shall have power from time to time to make, alter and repeal all such Bylaws as they may deem necessary or expedient or convenient for the proper conduct and management of the Club.

The Management Committee shall adopt such means as they deem sufficient to bring to the notice of Members of the Club the Constitution and Bylaws, including any changes to them. The Constitution and Bylaws, so long as they are in force, will be binding upon all Members.

1.2 Composition of the Management Committee

The composition of the Management Committee, the rules governing the nomination, election, removal, commencement of office, and term of office of Board members, are defined in the Constitution (clause 6).

The Management Committee consists of six Members.

At the first meeting of the Management Committee after each AGM one of the Management Committee members is elected to chair the Management Committee. The Management Committee may at any time agree to a change in the person who is their chair. The person who is the chair so elected shall be the President.

The Management Committee Members each take on one or more roles in the management of the Club as defined in para 1.3 of these Bylaws. The Management Committee may at any time agree to change the role of any one of its members.

1.3 Management Committee Roles

The Management Committee Members shall take on the following roles, which they will allocate between the members of the Management Committee as they see fit. The roles are as follows:-

1.3.1: President

The primary role of the President is the overall oversight of the management of the Club, and the President shall be the chair person of the Management Committee. The President must also ensure there are adequate planning processes and control systems in place to enable the Club to operate in a fiscally prudent manner, and to continuously improve the playing and social conditions for the benefit of all members.

Specific additional responsibilities include

1. Ensuring the Strategic Plan is updated each year to ensure the club is managed in a planned way.
2. Ensuring decisions and policies of the Management Committee are carried out promptly.

MOTUEKA GOLF CLUB INCORPORATED

BYLAWS

3. Making occasional after-golf speeches to acknowledge visitors and sponsors.
4. Regular and timely communication with the membership.
5. Act as chair person of the HR Committee.
6. Ensure compliance with Health and Safety legislation.
7. Progress any “whole Club” issues that become known to the Management Committee.

The President has the right to attend (but not vote at) any meetings of the sub committees of the Club.

1.3.2 Golf Convenor

The primary role of the Golf Convenor is to oversee the playing of the game of golf at the Club. The Golf Convenor will supervise the Golf Operations Committee – see 1.4.1 below for the functions of the Golf Operations Committee.

The Golf Convenor forms the Golf Operations Committee by selecting and approaching Members who have the appropriate skills and wish to serve on the Golf Operations Committee. The Golf Convenor has full power to appoint and remove members of any sub committee reporting to them and to appoint a chair person and/or deputy chair person if considered necessary.

The Golf Convenor is also responsible for appointing a co-ordinator for Junior Golf and ensuring compliance with child protection legislation.

1.3.3 House Convenor

The primary role of the House Convenor is to oversee the day to day operations of the clubhouse including, in particular, the sale of food and beverages. The House Convenor will supervise the House Committee – see 1.4.2 below for the functions of the House Committee.

The House Convenor forms the House Committee by selecting and approaching Members who have the appropriate skills and wish to serve on the House Committee. The House Convenor has full power to appoint and remove members of any sub committee reporting to them and to appoint a chair person and deputy chair person if considered necessary.

1.3.4 Property Convenor

The primary role of the Property Convenor is to ensure that the property occupied by the Club is maintained to and operated in line with the requirements and policies of the Management Committee.

Specific responsibilities include

1. Acting as line manager for the Head Greenkeeper.

MOTUEKA GOLF CLUB INCORPORATED

BYLAWS

2. Ensuring that the golf course is maintained to the standards required by the Management Committee.
3. In conjunction with the Finance Convenor ensuring that the Club's property equipment and machinery (including contents) is adequately insured.
4. Arranging for appropriate maintenance (both periodic and "as required") of all of the Club's buildings equipment and machinery including golf carts.
5. Ensuring that procedures are in place for the security of the Club's property including maintaining a current register of key holders and security codes and liaising as necessary with the external security monitoring provider.
6. In conjunction with the Finance Convenor, House Convenor and Head Greenkeeper the formulation of an annual operating budget for all operations other than those under the control of the House Committee and the subsequent adherence to that budget.
7. In conjunction with the Finance Convenor, House Convenor and Head Greenkeeper the annual updating of the rolling five year Capital Budget and subsequent adherence to that budget.

1.3.5 Development Convenor

The primary role of the Development Convenor is to ensure the continued development of the Club as a core community asset in the Motueka area and supervise the experience and engagement of both Members and visitors to the Club

Specific responsibilities include

1. Marketing of the Club to potential new members and potential visitors.
2. Maintaining continuity with existing sponsors and seeking new sponsor opportunities.
3. Operating member engagement programmes to measure and maintain the best possible membership experience for Members.
4. Routinely seeking feedback from visitors to ensure the Club offers the best possible experience for visitors.
5. Making applications for any grants which may be available to the Club.
6. Organising the availability of expert professional golf tuition for Members.
7. Liaison with local schools and other community organisations as appropriate.
8. Identifying and pursuing appropriate new revenue streams to support the operations of the Club.

1.3.6 Finance Convenor

The primary roles of the Finance Convenor are to ensure that the financial and administrative functions of the Club are operated accurately and efficiently and to report accordingly to the Management Committee.

Specific responsibilities include

MOTUEKA GOLF CLUB INCORPORATED

BYLAWS

1. Reconciling, checking and paying monthly accounts
2. Ensuring all income of the Club is banked in a timely fashion.
3. Controlling and managing the financial software so as to provide accurate and timely monthly financial information and to enable the preparation of the annual accounts.
4. Pay all staff wages including monthly PAYE.
5. Maintain staff records of leave etc.
6. Prepare periodic GST returns.
7. Reconciliation of green fees.
8. Oversight and management of the membership administration process in conjunction with the Membership Administrator
9. In conjunction with the Property Convenor ensuring that the Club's property equipment and machinery(including contents) is adequately insured.

Other roles within the administration and management of the club are:-

1. Secretary – whose primary role is to act as secretary to the Management Committee.
2. Administrator – whose primary roles are to deal with membership administration and IT matters.
3. Ambassador – whose primary role is to undertake ambassadorial duties on behalf of the Club.
4. Club Accountant – whose primary role is to process the financial transactions of the Club into software used by the club and carry out relevant reconciliations and control functions.

These additional roles may be carried out by a person who is also part of the Management Committee.

Contact details for all of the individuals holding the above roles can be found on the Club web site.

1.4 Sub committees of the Management Committee

The Management Committee is empowered to delegate such of its functions as it wishes to sub committees and to regulate the extent of the powers that may be exercised by each sub committee.

Each sub committee shall meet as often as the chair person of that sub committee determines and shall regulate their own proceedings.

Sub committees and their functions are as follows:-

1.4.1 Golf Operations Committee

The Golf Operations Committee is responsible for

MOTUEKA GOLF CLUB INCORPORATED

BYLAWS

1. Organising weekend tournaments, including Open tournaments and mixed competitions.
2. Starting and results on competition days including allocation of prizes.
3. Arrange printing of tournament cards and vouchers.
4. Advising on the rules of golf where required.
5. Compiling the annual program of golf Events and ensuring the program is communicated to Members.
6. The review, editing and printing of the annual Member's Handbook.
7. Ensuring that local rules are appropriate, up to date, and communicated adequately to Members.
8. Representing the Club at district program planning level, or ensuring the Club is represented.
9. Coordinating all the Members' golf groups with regular block bookings to deconflict and ensure smooth running of these groups and green fee players' golf experience.

1.4.2 House Committee

The House Committee is responsible for

1. Ensuring the Club Liquor License is current and that all conditions of the license are satisfied.
2. Overseeing the overall presentation and cleanliness of the club rooms.
3. Ensuring that the bar and kitchen are open and available to members during the published hours of operation.
4. Purchasing items of equipment, furnishings and fixtures as required and approved by the Management Committee.
5. Controlling and regulating all matters relating to the sale and purchase of food, beverages and other retail stock for sale.
6. The provision of food in the clubhouse, including monitoring and maintaining the quality and variety of food prepared and served.
7. The control systems for food, beverage and merchandise sold to ensure all payments and stock is accounted for.
8. The pricing of products sold in the clubhouse in accordance with policies laid down by the Management Committee.
9. The hiring, training, scheduling, and supervising of bar and catering staff.
10. The operation of regular fund-raising raffles, including the reconciliation of cash and prizes used in the raffles.
11. Managing the bookings and organisation of social functions and special events.
12. Ensuring that the clubhouse, Match Room and cart sheds are properly secured at the close of business.

1.4.3 Ladies 18 Hole Playing Committee

MOTUEKA GOLF CLUB INCORPORATED

BYLAWS

The Ladies 18 Hole Playing Committee is chaired by the Ladies Captain and is responsible for:

1. Appointing a Ladies Captain from the members of the Ladies Playing Committee for an annual term commencing on 1st April each year.
2. Liaising with other golf clubs in the Tasman District and other clubs.
3. Organising the program for Ladies 18 hole golf on Tuesdays and Thursdays.
4. Liaising with the Golf Operations Committee and fixing the program for Ladies golf on Saturdays.
5. Selecting Rep teams for Ladies golf.
6. Organising district Ladies competitions held at the Club including raffles and prizes, and liaison as necessary with the greens staff and house staff.
7. Arranging "Buddies" for new Lady 18 Hole members, providing them with an information booklet and supporting them on the course.
8. In conjunction with the Ladies 9 Hole Playing Committee organising and holding an annual meeting of all Lady playing members.
9. Keeping Lady 18 Hole Members informed via email.

This sub committee reports to the Golf Operations Committee.

1.4.4 Ladies 9 Hole Playing Committee

The Ladies 9 Hole Playing Committee is responsible for:-

1. Appointing a coordinator / chair person for this sub committee
2. Organising the program for Ladies 9 hole golf on Tuesdays and Thursdays.
3. Organising the Ladies 9 hole golf program for the year.
4. Organising district Ladies hole tournaments held at the Club.
5. Selecting Rep teams for Ladies golf.
6. Supporting the She Loves Golf program.
7. Arranging "Buddies" for new Lady 9 Hole members, providing them with an information booklet and supporting them on the course.
8. Keeping 9 Hole Ladies members informed via newsletters and emails.
9. Encouraging new players to know the Rules of Golf.
10. Arranging for at least two people to attend Ladies 9 Hole district meetings.

This sub committee reports to the Golf Operations Committee.

1.4.5 Mens Playing Committee

The Mens Playing Committee is chaired by the Mens Captain and is responsible for:

1. Appointing a Mens Captain from the members of the Mens Playing Committee for an annual term commencing on 1st April each year.
2. Liaising with other golf clubs in the Tasman District and other clubs.
3. Liaising with the Golf Operations Committee and fixing the program for Mens golf on Saturdays.

MOTUEKA GOLF CLUB INCORPORATED

BYLAWS

4. Organising the Men's Wednesday competitions and liaising as necessary with those running the Men's Friday Club.
5. Supervising and coordinating the selection of Rep teams for Mens golf.
6. Arranging "Buddies" for new male members, providing them with an information booklet and supporting them on the course.
7. Organising and holding an annual meeting of all male playing members.

This sub committee reports to the Golf Operations Committee.

1.4.6 Human Resources Committee

The standing members of the Human Resources Committee shall be the President (who shall be the Chair) the Finance Convenor, the House Convenor and the Property Convenor. Other Members (whether on the Management Committee or not) may be invited to assist with the work of this sub committee on an "as required" basis.

The responsibilities of this sub committee are;-

1. Establishing and reviewing, as appropriate, employment contracts for all employees.
2. Recommending to the Management Committee employee remuneration adjustments.
3. Commissioning, at the expense of the Club, any independent advice as it sees fit to assist in its consideration of any human resources or remuneration matter.
4. Making recommendations to the Management Committee on matters regarding the employment of additional employees. Final approval for the employment of additional employees rests with the Management Committee.
5. Investigating complaints and discipline matters related to employee conduct, and to make binding decisions based on those investigations.
6. Attending to any other matter put to the Human Resource Committee by the Management Committee.

1.4.7 Disciplinary Committee (Hearing Body)

The Management Committee shall form a Disciplinary Committee (otherwise known as a Hearing Body) in accordance with section 15 of the Constitution for each Complaint in relation to alleged Member misconduct falling to be dealt with under clause 15.8 of the Constitution. The Complaint will be dealt with in accordance with section 24 of these Bylaws.

1.4.8 Disciplinary Appeal Committee (Hearing Body)

The Management Committee shall form a Disciplinary Appeal Committee (otherwise known as a Hearing Body) in accordance with section 15.14.1 of the

MOTUEKA GOLF CLUB INCORPORATED

BYLAWS

Constitution for each Complaint where a valid subject to that clause in the Constitution is made to the Club. The appeal will be dealt with in accordance with section 24 of these Bylaws.

1.4.9 Course Closure Committee

This sub committee comprises the Head Greenkeeper (or their assistant in their absence), the Golf Convenor and the Property Convenor. The sole function of this sub committee is to determine whether and when the course should be closed (wholly or partially) for play and whether and when the course should be re-opened (wholly or partially) for play following a period of closure.

The Head Greenkeeper (or their assistant in their absence) plus any one of the other two members of the sub committee may make decisions if there is any difficulty in making contact with the third member.

1.4.10 Handicap Committee

This sub committee shall be formed by the Management Committee and shall be comprised of at least one Lady member, one Male Member and one Member well versed in the detail of the World Handicap System (WHS).

The sole responsibility of this sub committee is to ensure the correct and consistent application of the WHS at the Club including conducting periodic reviews as required.

This sub committee reports to the Golf Convenor.

1.5 General Meetings

The procedure at all General Meetings of the Club, including the Annual General Meeting and the rules governing the rights of Members to vote, is defined in the Constitution (clause 5).

At each AGM, elections shall be held for any vacancies on the Management Committee.

Members may not vote electronically or by proxy at General Meetings.

2 Membership

The rules governing membership of the Club are defined in the Constitution at clauses 4.

2.1 Categories

Membership Categories of the Club and their main playing rights are set out in the

MOTUEKA GOLF CLUB INCORPORATED

BYLAWS

Constitution at clause 4.3. Subject to clause 4.3.3. The main playing rights and restrictions of each category of member are as follows:-

Full Member – who shall have unrestricted playing rights and access to the Club's facilities

Country Member – who shall have the same playing rights as Full Members except that they may not represent the Club and may not play in the Club Championships, the Men's Haig Cup and Rowling Trophy and Ladies Williams, Cederman and Nilsen Plates, Vonnie Goodall, Francis Harris, Ross, and Nilsen Buttons Trophies, 9 hole championship, May Rowling Salver, LGU Medal, Hudson and Wilton Cups, Motueka Valley Tray, Anthe Cederman Rosebowl, Knockout Shield and Westrupp Salvagers.

Summer Member – who shall have the same playing rights as a Full Member for the period of their membership except that they may not represent the Club and may not play in the Club Championships, the Men's Haig Cup and Rowling Trophy and Ladies Williams, Cederman and Nilsen Plates, Vonnie Goodall, Francis Harris, Ross, and Nilsen Buttons Trophies, 9 hole championship, May Rowling Salver, LGU Medal, Hudson and Wilton Cups, Motueka Valley Tray, Anthe Cederman Rosebowl, Knockout Shield and Westrupp Salvagers.

Winter Member - who shall have the same playing rights as a Full Member for the period of their membership except that they may not represent the Club and may not play in the Club Championships, Men's Haig Cup and Rowling Trophy and Ladies Williams, Cederman and Nilsen Plates, Vonnie Goodall, Francis Harris, Ross, and Nilsen Buttons Trophies, 9 hole championship, May Rowling Salver, LGU Medal, Hudson and Wilton Cups, Motueka Valley Tray, Anthe Cederman Rosebowl, Knockout Shield and Westrupp Salvagers.

Junior Member - who shall have the same playing rights as a full Member and, subject to obtaining a valid WHS handicap, may participate in all Club competitions.

Mid Week Member – who shall have the same playing rights as a Full Member except that they may not use the golf course facilities of the Club at weekends except upon payment of the appropriate Green Fee. For the avoidance of doubt a Mid Week Member shall not be entitled to enter Club competitions (including Opens) at weekends. For further avoidance of doubt a Mid Week Member is entitled to play golf without payment of a green fee on public or statutory holiday days where that day is not a weekend day.

9 Hole Member - who shall have the same playing rights as a Full Member except that they may not play more than 9 holes of Golf on any one day on the golf course of the Club except upon payment of the appropriate Green Fee. For the avoidance of doubt a 9 Hole Member shall not be entitled to enter Club competitions (including Opens) at weekends.

9 Hole Summer Member – who shall have the same playing rights as Summer Member except that they may not play more than 9 holes of Golf on any one day on the golf course of the Club except upon payment of the appropriate Green Fee. For the avoidance of doubt a 9 Hole Summer Member shall not be entitled to enter Club competitions (including Opens) at weekends.

9 Hole Winter Member – who shall have the same playing rights as Winter Member except that they may not play more than 9 holes of Golf on any one day on the golf course of the Club except upon payment of the appropriate Green Fee. For the avoidance of doubt a 9 Hole Winter Member shall not be entitled to enter Club competitions (including Opens) at weekends.

Non Playing Member – who may not use the course facilities of the Club except upon

MOTUEKA GOLF CLUB INCORPORATED

BYLAWS

payment of an appropriate green fee. A Non Playing Member may not enter Club competitions (including Opens).

Temporary Member – who has paid a green fee to use the golf course and clubhouse facilities of the Club has playing rights appropriate to the green fee paid. A Temporary Member shall only be entitled to enter Club competitions at the discretion of the Golf Operations Committee.

2.2 Becoming a Member

The process for becoming a member is set out at clause 4 of the Constitution.

2.3 Membership Fees

The amount of Membership subscriptions for Voting Members (Full, Midweek, 9 Hole and Life Members) (otherwise referred to as “Annual Fees”) are set at the AGM of the Club each year. The subscriptions of Non-voting Members are generally set as a percentage of the subscription of Full Members as determined by the Management Committee. The current percentages are:-

Country Member – 63%
Summer Member – 63%
Winter Member – 63%
9 Hole Summer Member – 40%
9 Hole Winter Member – 40%

The subscriptions for Junior Members and Non-Playing Members are set by the Management Committee as an absolute amount for each Subscription Period.

Full Members aged 30 or less have their subscriptions discounted from the Full Member rate to a percentage of the Full Member rate. The current percentages are as follows:-

Aged 19 – 25 years inclusive at date of renewal – 41%
Aged 26 – 30 years inclusive at date of renewal – 66%

If a Voting Member joins the Club and has not been a member of an affiliated golf club in New Zealand (or overseas equivalent) their subscription for the subscription period in which they join is discounted from the Full Member rate to a percentage of the Full Member rate. The current percentages are as follows:-

Full Member - .81%
Mid Week Member – 69%
9 Hole Member – 51%

Members who join part way through the year will pay a reduced subscription for the period from joining to the next 31st March calculated as follows:-

- 1: Identify the full year Annual Fees for the category of membership in question. (A).
- 2: Identify the Golf NZ and Tasman Golf affiliation fees included in A. (B)
- 3: Deduct B from A. (C).
- 4: Divide C by 12 to give the monthly payment amount (D).
- 4: Multiply D by the number of months remaining from the joining date to the following 31st March. (E). Note – where a member is joining part way through a month if the joining date is on or before the 15th of the month then the joining date is deemed to be the 1st of the month for the purposes of this

MOTUEKA GOLF CLUB INCORPORATED

BYLAWS

- part. Where the joining date is after the 15th of the month the joining date is deemed to be the 1st of the following month for the purposes of this part.
- 5: Add E to B to get the amount of Annual Fees payable.

Subscriptions for renewing Members are due and payable on or before 1st April each year. For Voting Members only subscriptions may be paid by installments on the basis set out in the following two paragraphs. Any Member who does not pay his subscription (or enter into an installment arrangement) by 1st April will, unless the Management Committee in its sole discretion determines otherwise, cease to be a Member.

Installments for Voting Members who are renewing as of 1st April in any year may elect (on or before 1st April) to pay their Annual Fees by installments. At the election of the Member the installments may be:-

1. 6 x equal monthly installments payable on the 1st of each month from 1st April to 1st September inclusive; or
2. 13 x equal fortnightly installments with the first payment due on 1st April and then fortnightly thereafter; or
3. 26 x weekly installments with the first payment due on 1st April and then weekly thereafter.

Where a Voting Member joins the Club during a subscription period an installment option will be made available to them to be determined by the Club Administrator as being appropriate to the time of year at which the new member joins.

Other than the winter and summer memberships, membership of the Club is based on a 12 month subscription year so by entering into any instalment payment arrangement made available by the Management Committee, a Member is legally committing to pay all of the instalments. If a member does not honour this commitment or fails to promptly upon being requested to make good any arrears, the unpaid balance under the instalment arrangement shall become immediately due and payable in full. A member may be legally pursued by the club to the full extent of any non payment. Any member who wishes to avail themselves of the instalment arrangement shall be required to acknowledge their commitment as above to the Club at the time they enter into the instalment arrangement.

2.4 Membership Fee Reductions or Waivers

Clause 4.10.7 of the Constitution gives the Management Committee the power to reduce or waive Annual Fees.

If a Member wishes the Management Committee to consider exercising this discretion in their favour they should make application to the Finance Convenor in writing.

Subject only to 2.8 and 2.9 below there is no fixed policy as to how the Management Committee will exercise its discretion. Each case will be judged on its merits at the next following Management Committee meeting after application is made.

2.5 Membership Card

A Membership Card shall be provided to all Members. Members may use the Membership Card

MOTUEKA GOLF CLUB INCORPORATED

BYLAWS

to pay competition entry fees and purchase food and beverage from the Club but may not do so unless their Club Card has sufficient credit on it to cover the amount of the purchase. The Club may also debit a Member's account in order to cover the cost of any golf and social events in which the Member participates where payment has not otherwise been made. The amount standing to the credit of the Membership Card of a Member shall remain their property whilst they are a member.

At the request of a Member a portion or all of the balance will be paid out to the Member's nominated bank account.

If a Member ceases to be a Member and does not request a refund of the balance within three months of their date of leaving any remaining credit balance on the Membership Card shall become the property of the Club and shall be transferred to Club funds.

2.6 Member and Visitor Discipline

If it is brought to the notice of any member of the Management Committee or any employee of the Club that the conduct of a Member or Visitor, either at the Club premises or on the course, is unacceptable or objectionable then that person may be called to account for his behavior and, in default of a reasonable explanation, may be asked to leave the Club property immediately for the rest of the day.

The Management Committee may in its sole discretion deny access to the course, clubhouse or other facilities of the Club to any person who is not a Member for such period as they may determine and without being required to give any reasons for such decision.

As regards Members, formal disciplinary and appeal proceedings, should they be necessary, are covered by Section 15 of the Constitution and Section 23 of these Bylaws.

2.7 Data Protection

By applying to join the club and upon renewal each Member consents to a limited waiver of their rights under such data protection legislation as exists at that time. The limited waiver is to the effect that the Club may publish in such form as it considers reasonable to other Members the name, address, telephone number(s) and e-mail address(es) of each Member.

Members may only use the contact details of other Members, as published by the Club, for personal communications only. They must not be used for any other purpose.

2.8 Temporary Sickness or Disability

In the event that a member becomes ill to the extent that they are temporarily unable to play golf for a period of not less than three months then, upon the request of that member, the following provisions shall apply:-

- 2.8.1: The member shall be required, at his or her own cost, to obtain from a doctor or other medical professional with appropriate qualifications, a letter or statement (the Certificate) to the effect that they are unable to play golf at the time of the Certificate and are likely to be unable to play golf for a period of not less than three months thereafter.

MOTUEKA GOLF CLUB INCORPORATED

BYLAWS

- 2.8.2: A member shall remain liable to pay the subscription applicable to their membership category notwithstanding their illness. This includes members who are paying by instalments.
- 2.8.3: During their period of illness the member will become a Non-Playing member of the Club.
- 2.8.4: A member shall, once they are able to play golf again, notify the Club Administrator that they are recommencing the playing of golf and shall immediately be transferred back to the membership category of which they formed part prior to the period of illness.
- 2.8.5: Once a member recommences playing golf the Club Administrator will calculate a credit due to the member on the basis of the difference between their playing category subscription and the Non-playing subscription pro rata to the period of illness. The starting date for this calculation shall be the date of the Certificate and the ending date shall be the date the member advises the Club office that they are recommencing the playing of golf.
- 2.8.6: The credit so calculated shall be applied towards payment of the member's Annual Fees at their next renewal.
- 2.8.7: The above concession by the Club shall be normally available to any member once in any three year period. Any second or further period of illness or disability within a three year period shall only be available if the Management Committee, in its sole discretion, agrees to make such concession available.

2.9 Permanent Disability or Death

In the event that a member dies or becomes permanently unable to play golf by reason of disability then any subscription paid in advance shall be repaid to either the personal representatives of the member or the member (as the case may be) pro rata to the subscription year and the period paid in advance.

In the case of permanent disability the member shall make application personally for a refund to the Finance Convenor. The Finance Convenor may ask for such evidence as he considers is reasonably necessary (including a medical certificate) to establish that the member is unable to play golf by reason of permanent disability. In such a case the date used for the purpose of calculating any refund payable to the member shall be the date upon which the member first requested a refund on this basis.

3. Life Membership

- 3.1 The process for nomination of a Member for Life Membership is set out at clause 4.4 of the Constitution.
- 3.2 Clause 4.4 of the Constitution requires the Management Committee to determine whether a nomination for Life Membership should be forwarded to the next AGM for consideration by the Members.
- 3.3 Appendix 1 sets out the criteria that the Management Committee will apply when considering a nomination pursuant to clause 3.2 above.

4. Legacies and Donations

In the event that a person wishes to provide a legacy or donation to the Club the Management Committee will:-

- 4.1 Have discussions with the donor or personal representatives (as appropriate) to understand any specific wishes attaching to the legacy or donation and determine if the Club is able to accept the funds on such terms.
- 4.2 Having regard to 4.1 accept the donation or legacy with the terms (if any) attached to it, or decline the legacy or donation.
- 4.3 Honour any wish expressed by the donor as to confidentiality.
- 4.4 Provide appropriate letter(s) of thanks on behalf of the Club, signed by the President.
- 4.5 Ensure that funds accepted are used for the specified purpose (if any).

5 Annual Accounts

The responsibilities of the Management Committee in relation to the presentation of annual accounts are set out in clause 5.3 of the constitution.

The Club are not currently legally obliged to have the annual accounts audited or subject to an independent review, although the Management Committee may decide to adopt either of these alternatives.

6 Winding Up

Clause 16 of the Constitution deals with the winding up of the Club. In such circumstances the assets would be given either to a charity in the Motueka District or to another not-for-profit golf club.

7 Golf

The Rules of the Game of Golf shall be those adopted and published by the Royal and Ancient Golf Club of St. Andrews (hereinafter referred to as the 'Rules of Golf'). The Management Committee (or any sub committee of the Management Committee) shall have the power to supplement these rules in accordance with the Rules of Golf by way of local rules. Wherever possible local rules will be printed on the score card; otherwise they will be posted on the notice board outside the Match Room.

8 Competitions

The Management Committee (or any sub committee empowered by the Management Committee) is responsible for administering competitions in accordance with the Rules of Golf.

- a) The Management Committee (or sub committee) will determine the frequency and conditions of all competitions.
- b) Players must enter their scores in one of the computer score entry terminals available at the clubhouse and deposit the card in the scorecard box provided immediately after completion of a round.
- c)

9 Handicaps

Handicaps shall be administered by the Management Committee (or any sub committee empowered by the Management Committee) in accordance with the rules laid down by the WHS and in accordance with directions (if any) provided by Golf NZ on the administration of the WHS in New Zealand.

The Golf Operations Committee may determine maximum or minimum handicaps for the purposes of any competition run by the Club or otherwise vary the handicap of any person for the purposes of any competition but not if such limitation or variation is in conflict with compulsory rules in the WHS or in conflict with compulsory directions by Golf NZ.

10 Tee Time Protocols

The following protocols apply to starting golf and tee times:-

1. All casual play must commence from No1 Tee unless approval to start elsewhere is obtained from the on duty Golf Hospitality Staff member.
2. Players in Official Competitions have primary right on all tees, unless they decide otherwise.
3. Outside Official Competition all players (Members and Green Fee) who have an on-line Tee Booking have primary right on No1 Tee at their designated tee time.
4. Players with an on-line tee booking who are late for their tee time will be allocated a start at the next free (empty) available tee time.
5. The on duty Golf Hospitality Staff member is the controller of all casual golf starts.

11 Visitors

- a) Visitors will pay such green fee per 9 hole or 18 hole round or day as the Management Committee will from time to time determine. A visitor who is not a guest of a member and who has paid a green fee may only purchase alcohol on completion of details as required in the Visitors Book held at the bar.
- b) A Member may bring guests into the Clubhouse on the understanding that he is entirely and personally responsible for them, their behaviour and their expenses.

12 Priority on the course

A round of golf should be completed comfortably in 4 hours or less, regardless of the group size. It is the duty of each player to maintain their position on the golf course. Should a group lose holes on the Golf Operations ahead, or estimate that they are taking longer than the expected time for completion, they should immediately invite the following group to play through.

Priority must be given to 2 ball groups, who should be invited to pass 3 and 4 ball groups where the 3 or 4 ball groups are obviously slower than the 2 ball group.

Groups of more than 4 balls are not permitted except with the specific authority of the Golf and Hospitality Supervisor, a Member of the Management Committee or a member of the Golf Operations Committee, to be determined on the basis of circumstances at the time.

Any group playing 18 holes has priority over a group playing a shorter round.

If there is a queue on any tee, groups in play arriving at the tee must alternate with those about to commence play unless those arriving are part of an official Club competition or event and others in the queue are not, in which case those in the official Club competition or event have priority.

13 Clubs, Trundlers and Carts

Subject to availability of space in the Club's storage facilities Members may store clubs, trundlers and carts at the Club. Storage may only be in the designated storage facilities and not elsewhere.

Members will, before being permitted to use the Club's storage facilities, be required to sign an agreement with the Club regulating use and accepting that liability for loss rests solely with the Member and that the Club has no liability.

BYLAWS

Members wishing to take advantage of storage facilities should initially contact Ivor Hawker (ivor.hawker@gmail.com) who will advise as to availability of space and deal with the necessary administration. In the event that there is no available space, at the request of the Member, the Member will be placed on a waiting list and advised when space becomes available.

Charges to Members for storage are determined from time to time by the Management Committee and are due and payable by Members at the same time as their Annual Fees.

14 Dogs

Dogs other than registered assistance dogs are not allowed on the Club's premises.

15 Caddies

The Club is not responsible for the engagement or payment of caddies. Any Member may bring a caddy to the course for himself or any guest introduced by him, but shall be solely responsible for the conduct of that caddy.

16 Clubhouse

The clubhouse has a licensed bar and café. Opening hours are set by the Management Committee and vary between summer and winter and days of the week. The hours are posted on the noticeboard beside the bar.

The clubhouse can be hired by members for private functions such as weddings, birthdays and funerals. Enquiries about hiring the facility should be directed to the Golf and Hospitality Manager.

17 Dress Code

The Club's dress rules will be published on notice boards in the club house and all Members and Visitors must abide by such rules.

The Club's dress rules may be waived temporarily at the discretion of the Club Captain or a member of the Management Committee.

18 Mobile Phones

The use of mobile phones for making and receiving calls is permitted but Members should respect the privacy of others and, when playing golf, observe etiquette.

19 Posting of Notices

Only those notices approved by the Management Committee or a delegated sub committee may be posted on the Club notice boards or premises.

20 Club Property

No Member shall take or permit to be taken from the Clubhouse any newspaper, periodical book, pamphlet or other property belonging to the Club, unless authorised by a member of the Management Committee.

21 Thefts, Losses etc.

The Club accepts no responsibility whatsoever for any thefts or losses of, or damage to, Members' or Visitors' property from or on the Club's premises, including the golf course.

22 Complaints

Any complaints are to be made to the Club's in writing marked for the attention of the President or another member of the Management Committee.

No Member or Visitor may reprimand an employee of the Club.

23 Member Code of Conduct

Motueka Golf Club is a group of people whose main aim in belonging to the Club is to gain enjoyment and pleasure from the company of others and, as "The friendliest golf club in the Top of the South", strive to always operate in a friendly, open and co-operative way.

As a member of Motueka Golf Club a certain standard of behaviour is expected that reflects the basic requirements of sportsmanship, integrity, courtesy and respect to be shown to all other members, visitors, officials and the public.

Without limiting the basic requirements above conduct likely to reflect unfavourably on the member, the game and the club include:-

- Bad temper, club throwing, foul and abusive language
- Failure to adhere to the rules and etiquette of the game of golf
- Unsportsmanlike conduct and unnecessary gamesmanship
- Physical violence and threatening behaviour

The club has a zero tolerance policy towards all bullying and / or harassment.

A person engaging in any behaviour that may be detrimental to the game of golf or Motueka Golf Club is in breach of the expectations above and may be reported to a member of the

BYLAWS

Management Committee.

Any complaint received by the club or made by the club itself will be dealt with in accordance with section 24 below.

24 Member Misconduct - Formalities

A complaint may be made about the conduct of a Member either by the Club, another Member (or Members), or a non-Member.

The complaint may be about the conduct of the Member in their capacity as a Member, or possibly in some other capacity such as a member of the Management Committee or an employee of or contractor to the Club.

Clauses 15.5 – 15.7 of the Constitution set down the process for the making of a complaint. Members must follow this process if they wish to bring a complaint against another Member or Members.

Procedure where the complaint relates to alleged misconduct of a Member in their capacity as a Member – Clause 15.8 of the Constitution

The complaint will be dealt with using the process set out in Appendix 2.

If a Member wishes to appeal the result of the process at Appendix 2 clause 15.14 of the Constitution gives them a right of appeal either using the process in Appendix 3 or to Golf NZ. An appeal to Golf NZ is only available if Golf NZ themselves make an appeal available.

Procedure where the complaint relates to alleged misconduct of a Member in some other capacity than as a Member

The complaint will be dealt with using the process set out in clauses 15.9-15.13 of the Constitution.

Unless separately specified there is no right of appeal from that process. However, an appeal to Golf NZ may be available, but only if Golf NZ themselves make an appeal available.

25 Suggestions

Members wishing to make suggestions for the improvement or alteration of any aspect of the Club's amenities or facilities should do so via the Suggestions Book kept in the Match Room. All such suggestions must be signed by the author or authors.

26 Gratuities

Under no circumstances should any Member, Visitor or Guest give a gratuity directly to any employee of the Club.

If any Member or Visitor wishes to pay a gratuity it should be paid to the Finance Convenor. Unless the payer of such gratuity specifies otherwise gratuities so paid which will be distributed

MOTUEKA GOLF CLUB INCORPORATED

BYLAWS

to staff on a basis to be determined by the Management Committee.

APPENDIX 1

PROCESS TO BE FOLLOWED BY MANAGEMENT COMMITTEE IN CONSIDERING NOMINATIONS FOR LIFE MEMBERSHIP

1. Preamble:

- 1.1. Life membership is recognised by the Motueka Golf Club as the highest recognition that can be awarded to a member. It should retain its prestige and not be awarded lightly.
- 1.2. This appendix sets out the criteria the Management Committee will apply when considering whether to forward a nomination for Life Membership to the next AGM for consideration by Members.
- 1.3. Life Membership cannot be purchased through a significant financial contribution to the club.
- 1.4. The Constitution must be read in conjunction with these criteria. In the event of conflicts between the two documents, the Constitution prevails.

2. Criteria for the bestowal of Life Membership

- 2.1. Life Membership is an honour bestowed on an individual club member whose exceptional, loyal and outstanding service and contribution has provided a measurable and significant benefit to the club over an extended period.
- 2.2. It must be recognised that there will be an element of subjectivity in the criteria due to the wide range of how members can aid to the betterment of the club.
- 2.3. Nominees must be considered individually, on their individual merits, personal attributes and achievements and not in comparison to others or previous Life Members. It is the overall contribution of the nominee that must be evaluated.
- 2.4. The following criteria are provided as guidance but not prerequisites:
 1. The nominee should have made a significant contribution in voluntary club roles, including but not limited to committee positions, fund raising, promotion and marketing, event coordination and management, club representation on sporting bodies, club maintenance and other club activities.
 2. It is expected that the nominee has displayed the following personal attributes:
 - 2.1. Sportsmanship,
 - 2.2. Dedication to the club,
 - 2.3. Leadership,
 - 2.4. Role model for other members,
 - 2.5. Been a good ambassador,
 - 2.6. The nominee should have conducted him/herself with distinction,
 - 2.7. The nominee must have contributed to the betterment of the club.
 3. There shall be a maximum of 10 living Life Members at any time.

BYLAWS

3. Requirements to be met

- 3.1. The nomination, when made, must include a full presentation of the reasons for nomination and must take into account the contents of this Appendix.
- 3.2. The Management Committee must ensure that the nomination is considered at a meeting of the Management Committee in good time for inclusion as an agenda item in the notice of the next AGM.
- 3.3. In the event that the nominee is a member of the Management Committee, that person shall be disqualified from any deliberation on the matter and may not be present for the relevant part of any meeting at which the nomination is considered.
- 3.4. If deemed necessary by the Management Committee, a sub-committee will be appointed by the committee to screen the nominations and provide feedback to the Management Committee.
- 3.5. If the Management Committee determine that the nomination should be considered by the Members at the next AGM then the supporting information on the nominee shall be included with the AGM papers circulated to Members prior to the AGM.

4. Recognition of Life Membership

- 4.1 In recognition of Life Membership the Member's name shall be added to the Honours Board for Life Members and their photograph will be displayed in a prominent position in the clubhouse.

Appendix 2: Procedure for complaints alleging Member misconduct in their capacity as a Member – Clause 15.8 of the Constitution

1. The Management Committee shall appoint a Hearing Body ("the Panel") of three Members of the Club who are not involved in any way with the matter under investigation and the Panel will appoint a Secretary.
2. The Member shall be sent a copy of this Procedure together with :
 - (i) Notice of the appointment of a Panel, and the members thereof.
 - (ii) A formal notice of the complaint ("the Complaint") together with sufficient detail of the evidence supporting the complaint.
 - (iii) An indication as to whether any further evidence will be sought.
 - (iv) Notice of Meeting to be held no less than 10 days after the date of the formal notice of the Panel.
3. The Member shall be invited to submit in writing any observations on the Complaint. There is no obligation to do so but it must be done within 10 days of issue of the documents referred to in paragraph 2 above. Any such submitted written observations to be shared with the complainant prior to the disciplinary hearing.
4. Notice under paragraph 2(iv) hereof shall indicate to the Member that the Member may
 - (i) be present in person,
 - (ii) state his/her case, call witnesses or furnish other evidence,
 - (iii) be assisted by a fellow Member of the Club or another person of his/her choosing, acting as his assistant, who is not in any way involved in the matters under investigation who shall be identified to the Panel 4 days prior to the date of the Meeting.
5. The Meeting shall be attended by The Panel, the Secretary to the Panel, (who shall play no part save to assist in the convening of the Meeting, and to minute the meeting), the Member if he/she chooses to attend, his/her assistant as referred to in paragraph 4(iii) above, the complainant, and any witness called by either party. The witness may only be present at the Meeting for the duration of his/her evidence to the Panel.
6. At the Meeting evidence may be received in writing or orally; anonymous or unattributed remarks or statements shall not be received but hearsay evidence may be received, at the discretion of the Panel, and the Panel shall attach such weight to such evidence as it sees fit. At the instance of either the Panel or the Member the proceedings shall be audio recorded.
7. If the Member fails to attend the meeting the Panel may proceed in the Member's absence.
8. The standard of proof shall be the balance of probabilities.
9. The Member may submit written representations, make a statement or remain silent. He/she may be asked questions about any statement made or evidence tendered.

MOTUEKA GOLF CLUB INCORPORATED

BYLAWS

10. Any witnesses who are called may make statements and be questioned by either the Panel or the Member, or the complainant.
11. The Panel shall retire to consider its decision and may be accompanied by the Panel Secretary to assist only by way of providing or clarifying the minutes of evidence heard at the meeting. When considering its decision only the Panel members may be present.
12. The Panel may announce the decision and the reasons at the hearing or may defer announcing its decision and reasons until after an adjournment for further enquiries or further deliberations. The Member shall be given notice of any further information received and shall have right to reply to such within 7 days. If requested by the complainant or the Member within 24 hours of announcing its decision and reasons, the panel shall provide written reasons for its decision within 7 days of announcing its decision, such 7 day period commencing immediately after the decision is announced.
13. If the Panel has adjourned following the Meeting the decision of the Panel as to whether the complaint has been made out shall be made with 14 days of the last Meeting.
14. In the event that the Complaint is upheld the Panel shall move to deciding a penalty which could be one of the following:
 - (i) Reprimand.
 - (ii) Suspension from the Club.
 - (iii) Loss of membership of the Club.
15. If the Panel upholds the Complaint, the Member shall be invited to make submissions on the penalty. These will be taken into account by the Panel, together with the gravity of the complaint and any previous examples of misconduct.
16. The Panel shall then retire to consider the Penalty in the same terms as paragraph 11 above.
17. Notwithstanding exceptional circumstances (which must be notified to the Member), within 7 days of a decision being reached the Panel secretary shall send written notice of the penalty with reasons to the Member and the Board. Such penalty will apply with immediate effect and in the event of either (ii) or (iii) of paragraph 14 above shall mean exclusion from all property and facilities of the Club.
18. A copy of the Appeal Procedure set out at Appendix 3 will be sent together with the written notice of the penalty.
19. In the event that the Member appeals, a copy of the minutes shall be made available to him on request

Appendix 3: Appeal Procedure for alleged misconduct of a Member in their capacity as a Member

1. If a Member appeals a decision of a Panel arising from the process at Appendix 2, the Management Committee shall appoint an Appeal Panel of three Members of the Club who are not involved in any way with the matter under investigation and who were not part of the Panel that heard the complaint at first instance. The Appeal Panel may not include any member of the Management Committee or any Member who has been a member of the management Committee in the preceding three years. The Appeal Panel shall appoint a Secretary.
2. Within 14 days of the issuing of the first instance Panel decision, the Member may appeal the decision and the sanction, or the sanction only. Any such appeal to be submitted in writing to the appointed Appeal Panel together with full details in support of the appeal, the grounds of which are limited to one or more of the following:
 - (i) The decision was based on error of fact.
 - (ii) The decision could not have been reasonably reached by a Disciplinary Panel when faced by the evidence before it.
 - (iii) A material procedural irregularity in the holding of the Disciplinary Hearing.
 - (iv) Significant and relevant new evidence has become available which was not available before conclusion of the original Disciplinary Hearing but, had it been available, may have caused the Disciplinary Panel to reach a materially different decision.
 - (v) The sanction imposed was manifestly unreasonable taking into account all the circumstances.
3. Unless the Appeal Panel in its sole discretion determines otherwise, any appeal of a first instance Panel decision shall be by way of review only and not a rehearing of the original evidence. Any grounds of appeal based on sub paragraphs 2(i) and 2(ii) should be specific to and particularise the evidence of the first instance hearing. Any appeal based on sub paragraph 2(iv) above should outline the new evidence and particularise how that evidence undermines the evidence of the first instance hearing.
4. The Notice of Appeal shall:
 - (i) state the date and decision of the first instance Panel against which the appeal is lodged,
 - (ii) state the grounds of appeal relied upon in accordance with (1) above,
 - (iii) set out the statement of facts upon which the appeal is based, specifying whether the appeal is against finding and sanction or just sanction alone and include any supporting documentation upon which the Appellant will rely.
5. The Appeal Panel is empowered to decide:
 - (i) the time and place of the hearing,
 - (ii) that the Appeal Hearing shall be paper based, or a hearing in person,
 - (iii) the nature of any additional evidence, if any, that it requires,
 - (iv) who, if anyone, should be invited to appear at the hearing,
 - (v) how and when the decision it takes should be acted upon.
6. In the event of a hearing in person, the Appeal Panel shall give notice within 14 days of a

MOTUEKA GOLF CLUB INCORPORATED

BYLAWS

- hearing of the appeal, such hearing to be held within 28 days of the notice of the appeal and such hearing shall be audio recorded at the instance of the Panel or the Member.
7. In the event of a paper based hearing, the decision of the Appeal Panel to be delivered in writing within 14 days of the notice of appeal.
 8. In the event of a hearing in person of the appeal, notice under paragraph 6 hereof shall indicate to the Member that the Member may:
 - (i) be present in person.,
 - (ii) further clarify his/her submitted grounds of appeal but not extend the same.,
 - (iii) be accompanied by a fellow Member of the Club or another person of his/her choosing, who is not in any way involved in the matters under investigation who shall be identified to the Panel 4 days prior to the date of the hearing.
 9. The hearing shall be attended by the Appeal Panel, the Secretary to the Appeal Panel, (who shall play no part save to assist in the convening of the Meeting, and to minute the meeting), the Member if he/she chooses to attend, and the companion as referred to in paragraph 4(iii) above.
 10. Minutes of the Meeting shall be taken by the Secretary to the Appeal Panel; in addition an audio recording will be taken.
 11. If the Member fails to attend a hearing in person the Appeal Panel may proceed in the Member's absence.
 12. The standard of proof shall be the balance of probabilities.
 13. The Appeal Panel shall retire to consider its decision and may be accompanied by the Appeal Panel Secretary to assist only by way of providing or clarifying the minutes of evidence heard at the meeting. When considering its decision only the Appeal Panel members may be present.
 14. The Appeal Panel will advise the Disciplinary Panel of their decision at a meeting convened prior to the delivery of their decision to the Appellant.
 15. The Appeal Panel may uphold or dismiss the appeal on the decision of the Disciplinary Panel and may confirm or vary the sanction of the Disciplinary Panel as it sees fit.
 16. Notwithstanding exceptional circumstances (which must be notified to the Member), the decision of the Appeal Panel together with its reasons for its decision shall be delivered in writing to the complainant and the Member within 7 days of any Appeal hearing.
 16. The decision of the Appeal Panel shall be final and there shall be no further right of appeal by any party.