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THESE RULES AND BY-LAWS INCLUDING ALL REGISTERED AMENDMENTS TO DATE HAVE BEEN REPRINTED ON 12 JUNE 2006

**RULES
OF THE
WOOLSTON CLUB INCORPORATED**

PREAMBLE

The Woolston Working Men's Club Inc. was founded on Monday May 22, 1953 at a meeting in the Druids' Hall, Portman Street, Woolston.

The first building was opened on December 22, 1956.

The name of the Club was changed on May 18, 1997 to -

THE WOOLSTON CLUB INCORPORATED
incorporating The Woolston Working Men's Club Inc.
trading under the title of
WOOLSTON CLUB INC.

1. TITLE

The Club shall be entitled the **WOOLSTON CLUB INC.**, hereafter referred to as the **Club**.

2. REGISTERED OFFICE

The office of the **Club** shall be at 43 Hargood Street, Woolston, Christchurch.

3. DEFINITIONS

Act means the Incorporated Societies Act, 1908 or the Sale of Liquor Act, 1989 as applicable, and any amendment or re-enactment of those Acts.

Appendix means attached hereto and forming part of these Rules.

Board of Management means the President and Vice President together with the eight (8) other elected members, to set policy and administer the **Club**. Referred to hereafter as the "Board".

Club means and includes the Woolston Club Inc., its buildings and grounds.

Gender Words alluding to the masculine gender mean both the feminine and masculine genders and vice versa.

General Manager means the Chief Executive who shall act as **Club** Secretary, employed by the Board or the duly authorised deputy or appointee. Hereafter referred to as "Manager".

Member	means any member defined in Rule 8 and Appendix A.
Office	means the Registered Office.
Officer	means and includes the President, Vice-president, Board Members, the General Manager and a duly authorised deputy or appointee.
Rules	means these Rules and amendments as registered.
Seal	means the Club Common Seal.
Special Meeting	means a meeting called to discuss a specific matter(s) in accordance with Rule 27.
Staff	means all persons, other than the Manager, employed on either a full time or part time basis by and receiving remuneration from the Club ..
Sub-section	means a group of members with kindred interests, authorised by the Board, to be established within the framework of the Club .
Suspension	means total exclusion for the period of the suspension.

4. **COLOURS**

The **Club** colours are blue and gold.

5. **MONOGRAM**

The **Club** monogram is circular with blue base colour, embroidered yellow edging and other yellow embroidery as follows:.

- stylised Port Hills surmounting the Heathcote River
- **WOOLSTON** between parallel lines representing the Railway
- four reducing parallel lines representing the estuary
- **CLUB INC.**

6. **OBJECTS OF THE CLUB**

The objects of the **Club** are to:

- maintain and conduct a **Club** of a non political character,
- provide social amenities, amusements and other means of recreation as members and the Board sees fit,
- promote genial and social contact amongst members and their guests,
- maintain a charter or licence within the Sale of Liquor Act 1989,
- promote or facilitate promotion of any games or sports which are legal n New Zealand, if practical,
- furnish the **Club's** property with such furniture, conveniences, implements and machinery as are necessary for the enjoyment of members,
- accumulate capital to accomplish the above objectives by means of: subscription or otherwise from members,
- borrowing money from members or any other sources,
- on such security and terms as may from time to time be arranged,
- purchase or disposal of property; subject to approval by an Annual or Special meeting of the **Club**,

7. INTERPRETATION OF RULES

Any question, other than those pertaining to elections, relating to the interpretation of the Rules shall be decided by the Board whose decision shall be final and binding provided that such decision, upon a written request or of the Board's own determination, shall be referred to the **Club's** solicitor, and shall interpret the rule in accordance with law and the advice received.

Matters pertaining to elections shall be referred to the **Club's** legal adviser.

Any other matter, not provided for in the Rules, shall be decided by the Board.

8. CATEGORIES OF MEMBERSHIP

The **Club** membership shall consist of the following categories:

- a - Ordinary Members
- b - 1. Husband and Wife Members
- 2. Defacto relationship Members
- c - Elected Life Members
- d - Life Long Members
- e - Senior Members
- f - Trial Members
- g - Junior Members

The criteria for each category is defined in Appendix A.

9. APPLICATION FOR AND ADMISSION TO MEMBERSHIP

a. Eligibility

All Members, except Junior Members, must be of the legal age under the Sale of Liquor Act 1989, its amendments or any acts passed in substitution.

Membership is open to both men and women.

b. Non Eligibility

Any of the following criteria precludes application for membership:

- prohibited person under the Sale of Liquor Act,
- such other Acts as the Board may from time to time decide,
- expulsion from this **Club**,
- expulsion or suspension from any other Club, (present members excepted),
- conviction by a Court of Law in the British Commonwealth for a criminal offence, (present members and traffic offences excepted).

c. Procedure

Each nominee for admission shall:

- be proposed and seconded by two (2) persons, who are either current members of the **Club** in good standing with a minimum of two years **Club** membership, or a Manager.
- make application on the **Club** form which must be completed in full and in own handwriting.
- personally lodge the completed form at the office, together with the

membership fee and subscription.

The Office shall:

- post the names of the nominee , proposer and seconder on the main notice board of the **Club** for a minimum period of fourteen (14) days.

The Manager shall:

- issue the applicant with an ordinary **Club** membership card, list of **Club** activities and contacts, and a precis of those rules directly affecting members.
- this **Club** membership card will not be eligible for accrual of loyalty points or any other reward, attend or vote at any Annual or Special meeting until after confirmation of membership by the Board, during which period the applicant is deemed to be on probation. If membership is not confirmed the membership card shall be returned and any costs incurred shall be deducted from the deposited money.
- on application from a **Club** member and payment of the prescribed fee, issue a copy of the full **Club** Rules.

The Board shall:

- after posting of nominations for the required minimum period, elect or reject each nominee at its next monthly meeting,

Five (5) or more financial members objecting to the admission of any nominee for membership shall advise the Manager in writing of such objection, with reason(s), within the fourteen (14) day period. The Board after deliberation shall conduct a ballot to accept or reject the nominee.

Any nominee rejected shall have all deposited money less incurred costs refunded but shall not be given any reason for rejection.

Any member of an affiliated club wishing to transfer to the **Woolston Club** shall notify the Manager of intent and deposit with him a sum equal to half the membership fee plus a sum equal to the current year's subscription divided by 12 and multiplied by the balance of months remaining in the **Club's** financial year. On completion of the paperwork between clubs, the Manager shall issue an ordinary member's card.

Membership shall apply from the date the Board approves the membership and the member's anniversary date for subscriptions shall be the thirtieth (30th) of the month of approval.

Members shall notify the office in writing of any change of address.

Lodging of a nomination is deemed to imply that the nominee if elected to membership, agrees to accept and comply fully with the **Club** Rules and By-laws and agrees that the **Club** may record, file and retrieve for **Club** administration purposes, personal and other information such as and including the following:

full name, address, telephone and/or fax numbers, date of birth, employer, employer's address, details of any involvement with the **Club** Judicial Panel, details of any involvement with the **Club** Appeal Board, affiliations

with **Club** sub-sections and positions held therewith and acknowledgement of the member's right of access to any such information at any reasonable time in conformity with the Privacy Act 1993.

Nominees for membership shall have the rights and privileges of a visitor until they are accepted or rejected for membership by the Board.

d. Membership Cards

All financial members will be issued with a membership card appropriate to their category of membership.

Membership cards must be produced on the request of any **Club** officer or the doorman.

Membership cards remain the property of the Woolston **Club** and shall be returned to the office upon resignation, dismissal, rejection or suspension of the member pending disciplinary action.

10. SUBSCRIPTIONS AND MEMBERSHIP FEE

Subscriptions are due and payable in advance.

Members will be notified, at the address advised to the Club, one (1) month in advance of their subscription renewal date.

Subscriptions, inclusive of the Clubs New Zealand's capitation fee and GST, are set at the Annual Meeting for the subsequent financial year.

The Board shall have the ability, for the purposes of promotion, marketing and membership drives, to adjust the subscription rate for strictly defined and limited periods.

A Board Member, if required to pay a subscription, shall be exempt from payment whilst serving in that capacity and shall, whilst exempt, have the full privileges of a financial member.

A Membership Fee is payable on joining the **Club**, but is not payable in the case of rejoining.

11. UNFINANCIAL MEMBERS AND RESIGNATION

Any member whose subscription is not paid by their anniversary date shall be deemed to be unfinancial and shall have their name displayed within the **Club** for one (1) month from that date, after which their name will be deleted from the **Club** register.

A member wishing to resign from the **Club** shall give fourteen (14) days written notice of intent together with desired effective date of the resignation but shall remain liable for any outstanding subscription at that date and other liability to the **Club**.

12. INTEREST FREE DEBENTURES

Prior to May 1986 these were issued to members on payment of a specified sum.

These Debentures, donated to the Club by the holders, entitle the donors to Life Long

Membership of the **Club**, without any future payment of subscription or levy.

Income from the fund investments shall be utilised to cover the Clubs New Zealand capitation levy on the Life Long Members.

The Life Long Debenture Fund shall be:

- administered by three (3) trustees appointed by the Board.
- subject to audit by the **Club's** auditor.

13. **LIFE MEMBERS**

Life Membership may, on the recommendation of the Board to an Annual or Special meeting, be conferred on a member who has rendered meritorious service to or on behalf of the **Club** subject to the following:

- any financial member may submit a nomination for consideration by the Board,
- the nominee, if a member of the Board, shall not be present during any deliberations and voting on the nomination, by the Board,
- the affirmative vote of: three-fourths of the Board members present at the Board meeting,
- two-thirds of the members present at the Annual or Special meeting,
- voting is by ballot,
- notice of the nomination together with relevant details of the nominee are given with the notice of meeting,
- at no time shall the number of Life Members exceed more than one half of one per cent of the **Club** membership.

Life members shall:

- be presented with a **Club** Life Membership badge immediately after conferral of same by the members,
- not pay any subscription,
- be deemed to be financial members at all times.
- be presented with a Certificate and Membership Card as soon as possible after conferral,

The **Club** Life Membership badge, Certificate and Membership Card remain the property of the **Club** and shall be returned to the **Club** upon resignation, expulsion or suspension of the member, pending disciplinary action.

14. **BOARD OF MANAGEMENT**

Management of the **Club** shall be vested in a Board which shall be deemed to be fully and properly constituted notwithstanding any extraordinary vacancies which may occur in it, or any defect in the number of members returned at any election, provided a quorum remains.

15. **POWERS AND DUTIES OF THE BOARD**

The Board may:

- order the Manager at any time to take inventory of stock and/or furniture and fittings,

The Board shall:

- render every assistance to maintain order and prevent any infringement of the **Club** Rules and By-laws,

- consider any practical and useful suggestions from members for the improvement of conditions, welfare or management of the **Club**, such suggestions or complaints to be in writing,
- have authority to make, revoke or amend **Club** By-laws provided that no By-law shall be inconsistent with the **Club's** registered Rules, the Sale of Liquor Act except as provided in Rule 31, clause w, and the Incorporated Societies Act. Any By-law made by the Board shall be posted, for a period of twenty-eight (28) days on the **Club** Notice Board.
- shall take out fidelity bonds, in a recognised and approved Guarantee Society or Insurance Company in the names of all officers and employees having charge, control or access to **Club** money. Only guaranteed officers and/or authorised employees shall receive and/or pay out **Club** monies.
- ensure the maintenance, renewal and continuation of the **Club's** Charter or licence in terms of the Sale of Liquor Act and make such appointments as are necessary for this.
- determine the hours when the **Club** shall be open, subject always to the Sale of Liquor Act.
- provide and maintain such facilities as are required to ensure the objects of the **Club** can be achieved.
- set entertainment and out-of-pocket expenses for the President and vice-President.
- appoint the Manager, set the terms, conditions and duties of such appointment and ensure that they are carried out,
- appoint a Returning Officer for the **Club** elections,
- ensure that all staff have an employment agreement and schedule of duties,
- at its discretion, subscribe to, become a member of, co-operate with any other association or club, whether incorporated or not, whose objects are altogether or in part similar to those of the **Club**, provided that the autonomy of the **Club** and the overall interests of the **Club's** members are preserved,
- ensure the maintenance of a file, known as the -"Woolston Club Record of Resolutions" - containing resolutions and decisions of the Board and resolutions passed at Annual or Special Meetings and having a lasting effect on the operations of the **Club**. This file shall, from time to time, be perused by the Board's Rules Committee with a view to recommending any necessary changes or revisions.
- ensure the maintenance of the "Policy Manual" which sets out current policies.

A Board Member who disagrees with a board decision and wishes to express a dissent at the decision later, shall immediately state verbally - "I reserve the right to file a minority report". A Board Member who subsequently speaks out in breach of this Rule is deemed to be in contempt of the Board which shall deal with the matter as it sees fit.

16. **BOARD MEETINGS**

Board meetings shall normally be held on the third Monday each month, except that the Board may, by majority resolution at the December meeting, waive the following January meeting. Other Board meetings may be held as necessary provided the required notice is given.

The President shall:

- have discretionary power to call, at any time, a Special Meeting of the Board subject to the giving of at least two (2) clear days' notice of same,

- on the signed written requisition of at least three (3) members of the Board, call a Special Meeting of the Board within three (3) clear days of requisition receipt and giving at least two (2) clear days notice of the meeting,
- arrange for all Board members to be notified of any such meeting.

The order of business shall be:

- Apologies
- Minutes of previous meeting and matters arising
- Confirmation of minutes
- Correspondence and necessary actions
- Payment of Accounts
- Election of new members
- Reports
 - Finance
 - Other
 - Manager's
- General Business

Board Members shall have available to them no later than the Friday preceding the monthly meeting, the:

- agenda,
- previous month's minutes,
- relevant correspondence.

A quorum for the Board is six (6).

The Manager shall have displayed on the **Club** Notice Board within ten (10) clear working days of the meeting, a summary of the Minutes.

17. SUB-COMMITTEES

The Emergency Committee shall:

- consist of the President, Vice-President and one (1) other member from the **Board**. If a member is unavailable to act, the Manager shall request another Board Member to act in their stead.
- be empowered to conduct any **Club** business of an urgent nature, and to deal with any matter referred to it by the Board.
- report to the Board, any action taken.

The Board shall, at its own discretion, set up such other sub-committees as are deemed necessary.

The President-Elect shall, after consultation with the Vice-President-Elect, recommend to the Board the appointments for Chairperson and personnel for each sub-committee. The recommendations may include persons other than Board Members.

Chairpersons shall be appointed from Board Members.

The Judicial Panel and Appeal Boards are not sub-committees.

The President and Vice-President shall be ex-officio members of all sub-committees.

18. QUALIFICATIONS FOR OFFICE

Candidates for office shall be financial members of the **Club**.

Candidates for the offices of President and Vice-President must have current continuous membership of a minimum of six (6) years.

Candidates for the office of Board Member, Judicial Panel and Appeal Board must have current continuous membership of a minimum of two (2) years.

No person can be a candidate for office (current office holders excepted), who is related to a staff member.

Any **Club** member suspended in accordance with these Rules for a longer period than twenty-nine (29) days is not eligible to be a candidate for any office as follows:

- Thirty (30) days to one (1) year - not eligible for two (2) years
- One (1) year or more - not eligible for five (5) years

The period of ineligibility is from the date of completion of the suspension

19. PRESIDENT AND VICE-PRESIDENT

The President shall:

- preside over all meetings of the Board,
- preside over the Annual and Special Meetings of the **Club**.
- be entitled to a casting vote which shall be exercised in favour of the status quo.
- advise the new Board after the elections that:
"The decisions taken in the Board Room and the discussions pertaining to them are to be kept in strictest confidence. Any Board Member in breach of this requirement is deemed to be in contempt of the Board which shall deal with the matter as it sees fit".
- in the absence of the President, the Vice-President shall act.
- in the absence of both the President and the Vice-President, the meeting shall elect a Chairperson.

20. TERM OF OFFICE

The President, Vice-President and Board Members shall hold office for two (2) years and are eligible for nomination for re-election.

Members of the Appeal Board and Judicial Panel shall hold office for one (1) year and are eligible for nomination for re-election.

Office holders remain in office until their successors are elected, except that elected Board Members assume office at the first meeting after the election.

No office may be held for more than two (2) years without an election.

The period for a person filling an extraordinary vacancy shall be the unexpired term of the person replaced.

An Officer desiring to resign shall submit a written resignation to the Board.

21. FORFEITURE OF OFFICE

A Board Member shall forfeit the office if:

- absent from three consecutive meetings without grant of special leave recorded in the minutes,
- suspended by the Judicial Panel for more than thirty (30) days.

22. EXTRAORDINARY VACANCIES

Vacancies of office shall be filled by the Manager as soon as the vacancy occurs, as follows, and shall be recorded in the minutes of the next meeting:

President by the Vice-President

Vice-President by a nominated Board Member.

Board Member by the highest polling unsuccessful candidate at the previous election. If the candidate declines, then by the next, and so on until the vacancy is filled.

Judicial Panel Elected Members.
As for Board Member.

Appointed Members.
By the Board.

Appeal Board As for Board Member.

Auditor By the Board. Appointed until the next Annual Meeting.

Where there are insufficient candidates to fill an extraordinary vacancy, a special election shall be called to fill it.

23. ELECTION OF OFFICERS, JUDICIAL PANEL AND APPEAL BOARD

Election day will be the first Saturday after the Annual General Meeting.

Nominations for office shall:

- be on the prescribed form,
- be signed by the proposer, seconder and nominee,
- contain a resume of activities within the **Club**, and if desired a resume of educational, professional, employment and recreational activities outside the **Club**,
- close with the Returning Officer or his Deputy at 6.00 p.m. on the day pecified, which shall be fourteen (14) clear days before the date of the election,
- be displayed, together with the nominee's photograph, for perusal of members on the **Club** Notice Board. No other promotional publicity may be displayed in the **Club**.

A nominee may withdraw the nomination by notifying the Manager in writing at least two (2) clear days before nomination closing time. Withdrawn nominations shall be posted on the **Club** Notice Board.

A member may not be nominated for or hold more than one elective office.

An office holder wishing to stand for another office, shall resign from the office held at the regular monthly Board meeting prior to the election.

A nominee may not participate in any **Club** activity which may be considered "promotional", on election day until after closure of voting.

24. CONDUCT OF ELECTIONS

The appointed Returning Officer (RO) shall:

- be in sole charge of the election with the Manager acting as Deputy Returning Officer (DRO),
- conduct all contested elections by a properly constituted secret ballot system,
- direct the DRO on the arrangements necessary for the election,
- nominate Assistant Returning Officers (ARO) to the Annual Meeting for confirmation by the members,
- arrange for the counting of votes immediately after closure of the election and convey results, as quickly as possible, to members over the public address and posting on the **Club** Notice Board.
- arrange for the security, by the Manager, of all ballot papers for at least twenty-eight (28) clear days after the election results are declared,
- arrange to conduct any recount requested in writing by an unsuccessful nominee within fourteen (14) days of the election,
- notify the unsuccessful nominee and any successful nominee likely to be affected by the recount, date, time and place so that they may attend, but not participate in, the recount as observers,
- ensure, before a ballot paper(s) is issued, that the person wishing to exercise a vote:
 - is eligible to vote,
 - is financial,
 - shows the current membership card,

The Deputy Returning Officer shall:

- be responsible for the taking of Absentee Votes defined hereunder,
- make arrangements for ballot papers and other matters for the conduct of the election, as directed by the Returning Officer.

No nominee for office may act as the RO, DRO or an ARO.

In the event of an equality of votes which result in one of the equals being elected to a position, the successful nominee will be decided by the Returning Officer by lot, with the equal nominees being given the right to be present.

25. ABSENTEE VOTES

A financial member, unable to exercise a vote on election day, may on application to the Manager (DRO) not more than seven (7) clear days prior to election day, make a declaration giving reasons(s) for unavailability on election day. The Manager may then issue the voting paper(s) in the normal way.

A financial member hospitalised in the Christchurch area, may in like manner specified

in the preceding clause, obtain a voting(s) paper on application, but received by the Manager at least three (3) clear days before the election. The voting paper(s) will be delivered and witnessed by the RO, DRO or an ARO.

The Manager shall keep a written record of the names of members to whom Absentee Voting paper(s) are issued.

26. ANNUAL MEETING

The Annual Meeting shall be:

- held as soon as possible after the audit of the **Club's** accounts, but no later than the third Sunday in June.
- held on the date, advertised on the **Club** Notice Board at least forty-two (42) days prior to the meeting,
- advertised once in the Christchurch daily paper at least five (5) clear days before the meeting.
- attended only by financial members.

A quorum is seventy (70).

The Chairperson shall:

- decide by a show of hands, but ten (10) or more members may request a ballot,
- have a casting vote in case of equality, to be exercised in favour of the status quo.

The order of business shall be:

- Apologies
- Minutes of previous Annual Meeting
- Minutes of Special Meeting
- Correspondence
- President's Report
- Statement of Accounts and Balance Sheet
- Approval of Audit Fee
- Appointment of Auditor
- Notices of Motion
- Election of Life Members
- Confirmation Of Assistant Returning Officers
- General Business

After the moving and seconding the adoption of the Annual Report, any member may, with or without notice, ask any question or move any resolution relating to the Annual Report.

This procedure also applies to the Statement of Accounts and Balance Sheet.

Any resolution seeking to rescind a resolution passed by a previous Annual or Special Meeting must be received in writing by the Manager at least fourteen (14) clear days prior to date of the meeting at which the resolution is to be moved.

A resolution of this type requires a two-third majority vote to be effective.

A copy of the audited accounts for the previous financial year including the audit certificate shall be available at the office, to **Club** members on production of their current membership card, at least seven (7) days before the meeting, or posted to a

member on request.

27. **SPECIAL MEETING**

A Special Meeting shall be called by the President within ten (10) days:

- on the written request of at least fifty (50) **Club** members,
- on the written request of a majority of the Board.

The request shall state clearly the business for the meeting and no other business shall be discussed at the meeting.

A quorum is seventy (70).

Notice of any Special Meeting and the business to be transacted shall be posted on the **Club** Notice Board and advertised in the Christchurch Daily paper at least five (5) clear days before the meeting date.

Any resolution to rescind a resolution at a previous Special or Annual Meeting shall be dealt with in the same way as specified under Rule 26.

At least fifty (50) signatories to a request for a Special Meeting must be present or submit a written apology, acceptable to the Chairperson, or the meeting shall not proceed.

28. **STAFF**

The Manager may employ and also dismiss staff subject to the approval of the President or such other group as the Board may designate.

Increments over and above any agreement or contract shall be recommended by the Finance Committee and ratified by the Board.

Staff duties shall be assigned by the Manager or his authorised deputy. Given instructions shall be adhered to at all times.

Staff shall not,

- discuss or criticise **Club** Management or Board Members with members,
- be eligible to hold any elective **Club** office,
- be related to elected members (excludes those current staff members related to current elected members)
- be **Club** members (excludes staff who are already members).

29. **VISITORS**

Visitors to the **Club**, including financial members of affiliated Clubs, shall be treated as Club Guests and be required to complete the Club Guests' Book legibly, on entering the **Club**.

Financial members of the **Club** and affiliated Club members, may introduce visitors, subject to full compliance with this rule and acceptance of responsibility for the visitor's conduct, as if it were their own, whilst the visitors are on the **Club's** premises.

All visitors must comply with the **Club's** Rules and By-laws.

The Board may, subject to its giving two (2) clear day's notice of intent by posting on the Notice Board, declare the **Club** - "Closed to visitors and members of affiliated Clubs", on certain days.

No person may be introduced as a visitor, who:

- is a person prohibited under the Sale of Liquor Act 1989,
- has been expelled from this or any other Club,
- has been refused membership for any reason, other than closed membership, during the past twelve (12) months,
- is under the legal drinking age, unless accompanied by a parent, guardian or spouse and they will be restricted to areas of the **Club** designated unrestricted.

No visitor, unless a member of an affiliated Club or on the invitation of a member of this **Club**, shall be supplied with liquor. Liquor supplied to visitors shall be consumed on the **Club's** premises.

No visitor may:

- take part in any election or meeting of the **Club**.
- habitually visit the **Club**. The President, Vice President, Manager or any two (2) Board Members may request such person to discontinue visits or make application for membership.

Children admitted to the Club must remain with their parent(s) or guardian(s) at all times unless attending a children's function.

30. JUDICIAL SYSTEM

A **Club** or Staff member wishing to charge a member with an offence or violation of the **Club** Rules shall;

- give the Manager a written resume of the alleged violation within three (3) clear days of the alleged violation.
- appear at the Judicial Hearing to give evidence.

A Judicial Panel, which shall:

- be elected and appointed annually in accordance with Rules 22, 23 and 24,
- consist of five (5) members, two (2) from the Board (appointed at the first meeting after the elections) and three (3) holding no other **Club** office,
- have a quorum of five (5),
- hold all deliberations "in committee", in the English language,
- hear and decide by a majority vote of its members, any disciplinary matter referred to it, within fourteen (14) clear days, after receipt of same,
- record minutes by either electronic means or a competent stenographer,
- collectively sign the minutes after transcription,
- if thought fit impose a penalty in accordance with those set out under Rule 31.
- promptly communicate its decision to the Manager,

The Manager shall:

- on receipt of a summary of an alleged violation arrange within seven (7) clear days, a hearing by the Judicial Panel, notifying in writing by ordinary post or hand-delivered letter, as deemed appropriate, the Judicial Panel, the accused, the complainant and any witnesses.

- in the event of non-availability of a Judicial Panel member, arrange for a replacement, by a Board member, if available, or a member holding no other **Club** office.
- post for ten (10) days on the **Club** Notice Board, the Judicial Panel decision,
- notify kindred Clubs in and around Christchurch and Clubs' New Zealand the suspended or expelled member's name and period of suspension.

A Member disciplined by the Judicial Panel, may:

- appeal the penalty in accordance with Rule 33.

31. OFFENCES AND PENALTIES

Members, visitors and members of affiliated Clubs shall conduct themselves with decorum in the **Club** and its precincts so that they cause no offence to others. Any person who commits an offence under these Rules must leave when so directed by an Officer.

Any **Club** Officer has the authority to take custody of a member's card.

An incident report, together with the uplifted membership card will be delivered to the Manager on the next working day after the incident.

An offence is deemed to have been committed by anyone, who:

- a. refuses to leave the **Club** when so directed by an Officer,
- b. refuses to produce or surrender the **Club** membership card,
- c. remains on **Club** premises after closing time, without specific authorisation by a **Club** officer,
- d. is abusive to other members or visitors in the **Club**,
- e. acts in the **Club** in a manner which is liable to cause a breach of the peace,
- f. creates a disturbance in the **Club**,
- g. fights with or strikes anyone in the **Club**,
- h. uses blasphemous, insulting or obscene language in the **Club**,
- i. wilfully damages **Club** property, whether under the influence of liquor or drugs, or not,
- j. removes **Club** property unlawfully,
- k. uses drugs in the **Club**,
- l. steals from the **Club**. A member found guilty under this clause will not be readmitted to the Club until both the imposed sentence has been completed and full restitution has been made.
- m. brings discredit upon the **Club**, or endangers its Charter by word or action on or off the **Club's** premises,
- n. procures liquor for a prohibited person or one who has been refused service by a staff member,
- o. presents a cheque, subsequently dishonoured, and fails to honour same with cash at the Club, within three (3) days of receipt by the Club of advice from the bank of the dishonouring of the cheque,
- p. illegally or without authority, parks or stops a motor vehicle in a designated parking or stopping place or other area for longer than one (1) minute,
- q. parks or stops in any access, egress or free-way or on dotted lines,
- r. conducts raffles in the **Club** without sanction of the Board,
- s. in the opinion on a **Club** officer, is under or becomes under the influence

- t. of an excess of alcohol (intoxicated),
removes any property of the **Club**, a member, a visitor or an employee, from its resting place,
- u. causes to be inserted in the newspapers, on television or radio, any matter in connection with the **Club** without authorisation from the Board.
- v. brings a dog, other than a seeing eye dog, or any other animal into the **Club**.
- w. no Officer, Board or Staff Member, Member of the Club, Visitor or Guest shall provide or facilitate the provision of any intoxicating liquor to any person under the legal drinking age, on **Club** premises, except in the course of a private function and then only with the sanction of that person's parent(s), guardian(s) or care-giver(s) and also in accordance with the Sale of Liquor Act 1989 and any amendments thereto.

Any such offence shall be referred to and be dealt with by the Judicial Panel.

Mandatory penalties by the Judicial Panel for the above offences are:

Clauses a,b,c,g,i,j,k,l,m, n and w.	Suspension. Period set by the Judicial Panel.
Clauses d,e,f and h.	Suspension or, in the case of a first offender, a suspended sentence. Period set by the Judicial Panel.
Clause o	One month automatic suspension.
Clauses p & q	First Offence - Fine as set by Board, payable within seven (7) days. <u>DEFAULT</u> One (1) month's suspension. Second Offence - Two month's suspension.
Clauses r to v	Discretion of the Judicial Panel
Any other matters	Discretion of the Judicial Panel.

32. **DISPUTES**

Any dispute which arises, other than a disciplinary matter referred to the Judicial Panel, between a **Club** member and:

- a Staff member,
 - the Manager,
 - any sub-section of the **Club**,
 - any Board sub-committee,
 - any other **Club** member,
- shall be settled by the Board or its designated sub-committee, as quickly as possible.

The Board or its sub-committee's decision is final and binding and is not restrainable by injunction or removable into any Court of Law except that the Board may make application to any competent jurisdiction for its enforcement.

33. **APPEAL BOARD**

There shall be a Board of Appeal which shall:

- consist of five (5) members, elected annually by ballot in accordance with Rules 22, 23 and 24,
- have a quorum of three (3),
- appoint a Chairperson from its number,
- hold all deliberations "in committee" and in the English language,
- not interfere with the Board of Management in the general affairs of the **Club** or the Judicial Panel,
- make its own rules of procedure,
- record minutes by either electronic means or a competent stenographer,
- hear and decide any appeal, within fourteen (14) clear days after receipt of same, from a member disciplined by the Judicial Panel or the Board with suspension or expulsion, and aggrieved by the decision of the Panel or the Board.
- base its deliberations solely on the record of and evidence presented to the Judicial Panel without admission of any new evidence,
- discuss only matters relating directly to the appeal,
- announce its decision in accordance with the majority vote of its members,
- affirm, reverse or amend the decision appealed against, but only within the parameters of Rule 31,
- convey its decision in writing, to the Manager,
- make to the Board for its consideration, any relevant recommendation arising from the appeal proceedings.

An appellant shall:

- within forty-eight (48) hours of the imposition of the penalty, lodge with the Manager, a written appeal,
- be entitled to see any material to be used in the appeal, such material being made available to an appellant at least four (4) clear days prior to the hearing.
- meet the cost of an interpreter, if required.

The Manager shall:

- on receipt of an appeal, liaise with Appeal Board Chairperson to establish the appeal is to be heard, and then arrange and notify all parties involved,
- on request of the Appeal Board, supply all relevant minutes and documents in connection with the appeal, all of which remain the property of the **Club**,
- advise the appellant in writing of the Appeal Board's decision which is final and binding.
- place the result of the appeal on the **Club** Notice Board for a period of ten (10) days.

An Appeal Board Member:

- shall have the right of standing down from a hearing for personal or conscience reasons, and shall inform the Chairperson who will ensure that this information is noted in the records of the case,
- shall not participate in the proceedings if personally involved in the case or related to the appellant.

After an appeal has been lodged, the decision of the Panel or the Board appealed against, is held in suspense until the appeal decision is announced, from which time any penalty becomes effective.

34. BANK

Monies, other than change funds, received by or on behalf of the **Club** shall normally be banked daily.

Cheques shall be signed by two (2) signatories, a Board Member and a Staff Member.

Authorised Board Member signatories shall be the President, Chairperson of Finance and one (1) other appointed from the Board.

Authorised Staff signatories shall be the Manager and two (2) others approved by the Board.

35. AUDITOR

The Auditor shall:

- be appointed at the Annual Meeting.
- not be an officer of the **Club**.
- be a practising chartered accountant,
- audit the **Club** books at least once yearly,
- supply an audit certificate and report.

Fees payable to the Auditor shall be passed at the Annual Meeting.

36. BORROWING

The **Club** may from time to time borrow or raise money from:

- any trading or other bank,
- financial institutions,
- members,
- any other source,

as the **Club** deems necessary to more effectively carry out any of its objects.

The **Club** may give security therefore, by way of:

- mortgage of its real and personal property,
- issue of debentures, debenture stock perpetual or otherwise, with or without trustees for the debenture holders,
- or any other security,
- charged upon all or any of the **Club's** real and personal property both present and future,
- executed by such documents as required to effectively secure all monies so raised.

37. INVESTMENT OF FUNDS

Funds not required immediately, may be invested by the Board in the name of the **Club** in:

- any trading, trustee or savings bank registered in New Zealand,
- any debentures, bonds or treasury bills issued by or on behalf of or guaranteed by the government of New Zealand under the authority of any Act,
- any investment authorised under the Trustee Act 1956 and its amendments.

38. LAND AND BUILDINGS

The **Club** shall, at an Annual or Special Meeting approve expenditure exceeding \$150,000 or such expenditure as may be requested by the Board to be authorised, in the

name of the **Club**, subject always to any necessary authority consents:

- the sale, purchase, lease or mortgage of any land or building(s),
- the erection, alteration or demolition of any buildings(s),

No purchaser, assignee, mortgagee or tenant shall be bound to enquire as to the authority for any sale, lease or mortgage by the **Club**. The **Club's** receipt shall be a discharge for all monies arising from or in such connection with any sale, lease or mortgage.

The **Club** may develop and turn to account any land acquired by or in which the **Club** is interested and, in particular, by laying out and preparing the same for building purposes, constructing, altering, demolishing, decorating, maintaining, fitting up and improving buildings and conveniences, and by planting, paving, draining, farming, cultivating, letting or building lease or building agreement.

39. SPECIAL EXPENDITURE

Any resolution of the Board involving the expenditure of an amount exceeding one hundred and fifty thousand dollars (\$150,000) on any purchase or restoration of any assets not included in Rule 38 must be first submitted and approved by an Annual or Special Meeting of the **Club** before having effect.

40. FINANCIAL GRANTS

The Board shall have authority to provide financial grants to:

- any worthy charity,
- any other organisation it deems worthy of assistance.

41. INSPECTION OF MINUTES AND BOOKS

Any financial member of the **Club**, or person having a vested interest in the **Club** funds may, on giving the Manager three (3) clear days' notice, inspect the **Club** books.

Minutes may only be inspected after they have been confirmed.

42. INVESTIGATION OF CLUB AFFAIRS

It shall be the right of not less than one (1) per cent of financial members of the **Club** to make application to the Board for the:

- appointment of one or more inspectors to examine the affairs of the **Club** and report thereon,
- calling of a Special Meeting of the **Club** members,
- investigation into the affairs of the **Club** with a view to the dissolution thereof.

43. DISSOLUTION OF THE CLUB

If at any time the **Club** in general assembly shall decide to wind-up its operations, and a resolution is passed by a simple majority at a subsequent meeting called not less than thirty (30) days later, for that purpose, then the accumulated funds shall be distributed as follows:

- in paying the costs of winding up,
- pro rata between the creditors of the **Club**,
- given or transferred to any charitable organisation or some institution or institutions having similar object to the **Club**, to be determined by the members of the **Club** at or before the time of winding up.

No member of the **Club** may participate in or benefit from any distribution of the **Club**

assets.

44. CLAIMS TO PROPERTY

No expelled, retiring or forfeiting member shall have any claim upon the Board, either individually or collectively, or to any funds or property of the **Club**.

45. COMMON SEAL

The Common Seal of the **Club** shall:

- be under the custody of the Manager,
- only be affixed to documents after a Board resolution,
- be affixed in the presence of at least two (2) Board Members.

46. SUB-SECTIONS

These shall not be based on national, regional ethnic background, religious, fraternal or political preferences.

Junior Members: The Board may authorise a sub-section to have Junior Members who must become ordinary members of the **Club** on attaining the legal age as defined in the Act.

There are two Junior Member categories, viz:

1. Members of the **Club**, as defined in Appendix A, Clause g, and
2. Non members of the **Club** but members of a Sub-section which does not participate in Clubs New Zealand's Inter-Club competition between Clubs.

Membership of Club: All members of sub-sections, including junior members defined in preceding paragraph clause 1, must be financial members of the **Club**.

Sub-sections:

- are eligible to use the **Club** amenities and resources subject to the approval and/or directions of the Board,
- shall have a set of rules which must be approved by the Board,
- shall have all rule amendments approved by the Board before having effect,
- shall not incur debts in the **Club's** name unless authorised by the Board,
- shall provide the Manager promptly, with any requested information about membership, finances or operations,
- shall bank all monies and make all payments through the **Club** office,
- shall keep a proper set of accounts in a form approved by the Board,
- shall comply fully with all **Club** rules.
- shall at the beginning of each year submit a budget to the Manager for approval.

47. ALTERATIONS TO RULES

A rule may only be altered, revoked or added at an Annual or Special meeting of the **Club** members, and on a three-fourths majority vote.

Notice of Motion, together with the intended alteration, revocation or addition of any rule(s) shall be given to the Manager at least twenty-one (21) clear days before the meeting.

The Notice of Motion and the intended changes shall be posted on the **Club** Notice

Board for twenty-one (21) clear days before the meeting.

48. STANDING ORDERS

A Member:

- may give notice of motion, except for alterations to Rules, by reading such notice to the Annual meeting and handing a copy to the Chairperson,
- desiring to speak, shall rise, and speak when called on by the Chairperson,
- shall not speak more than once to a motion or for more than five (5) minutes on a matter without the consent of the meeting, except that the mover of a motion may be granted an extra five (5) minutes for the right of reply,
- may rise at any time to a point of order,

Notices of Motion, and Motions:

- shall be taken in order given,
- shall lapse if the mover or member acting on behalf of the mover is not present when debate is called,
- after being moved and seconded, may only be withdrawn with the consent of the meeting,
- shall be put to the vote, without further discussion, as soon as the mover has replied,
- shall not be put to the vote if it can be decided under the Rules,

Amendments:

- shall read either:
- to strike out words in a motion, or
- to add words to a motion,
- shall not be accepted if a direct negative,
- if carried, become the motion, and may be further amended, but only one amendment shall be accepted at a time,

Points of Order:

- shall be decided by the Chairperson, except that a member may move at any time that, "The Chairperson's ruling be disagreed with",
- in which case the Chairperson shall leave the Chair and the meeting appoint a temporary Chairperson,
- only the mover of the motion and the challenged Chairperson may speak,
- after which the temporary Chairperson shall put the motion and declare it carried or lost as the case may be,
- the challenged Chairperson resumes the Chair and the matter under discussion
- proceeds in accordance with the meeting's ruling,
- notwithstanding anything contained to the contrary in this or any other Rule, a member may rise at any time and raise a point of order and with the permission of the meeting, make a personal explanation if that member considers the point of order has been misrepresented.

"No Confidence Vote":

- if passed by two-thirds (2/3) at an Annual Meeting, the Board shall submit their written resignations to the Manager, and on acceptance of the resignations,
- the members at the meeting shall appoint a committee of three (3), excluding any member of the resigned Board, to direct the Manager in the

- conduct of the **Club's** affairs,
 - the committee will dissolve on the assumption of office by the new Board
 - the scheduled elections will be cancelled,
 - new elections for the President, Vice-President, elected Board Members, Judicial Panel and Appeal Board will be held on the third Saturday after the passing of the "no confidence" vote,
 - the Returning Officer appointed for the cancelled elections will officiate,
 - the Rules governing elections will prevail.
- Successful candidates will assume office upon notification of election and shall have initial terms of office specified in Rule 20 and Appendix B, i.e. President two (2) years, Vice-President one (1) year, half the elected Board Members, selected by number of votes received, two (2) years and other Board Members one (1) year.

Voting:

- shall be by show of hands excepting that a ballot shall be held on the request of ten (10) members.

WOOLSTON CLUB INC. RULES

APPENDIX A

MEMBERSHIP CATEGORIES AND LIABILITY FOR SUBSCRIPTION

a. ORDINARY MEMBER

Members who do not qualify for any other category listed below.

Liable for annual subscription. Liable for a membership fee when joining.

b. HUSBAND & WIFE MEMBERS

1. Husband and Wife's combined subscription shall be 6/5 of an Ordinary Members subscription rate.

Both shall pay a membership fee when joining.

2. DEFACTO RELATIONSHIP MEMBERS

The subscription rates applicable to husband and wife may, subject to submission of appropriate legal documentation for each application, investigation by and recommendation from the Emergency Committee to the Board and with the Board's approval, be applied to a defacto relationship.

c. ELECTED LIFE MEMBERS

Members who have been elected as a Life Member of the **Club** in accordance with Rule 14.

Not liable for a subscription.

d. LIFE LONG MEMBERS

Life Long Members are members who held an Interest Free Debenture in the **Club** prior to May, 4, 1986 and have donated their debenture to the **Club**.

Not liable for a subscription.

e. SENIOR MEMBERS

Members having a current continuous membership of this **Club** of ten (10) years and who have attained a minimum age of **seventy (70) years**. They shall apply each year, no later than October 31 for their continuation of this category of membership. Any member failing to make application by due date will be regarded as being "unfinancial" and have their name deleted from the **Club** register

This category of membership is not available to any member who is or has been a Life Long Member of the **Club**.

Not liable for a subscription.

Members over **sixty (60) years** of age (applicable from the financial year **after** their 60th birthday) shall pay 3/5 of the subscription rate annually, until they attain eligibility for full Senior status.

f. TRIAL MEMBERS

Persons who are contemplating becoming ordinary members of the **Club** but have little or no knowledge of the **Club** and its various activities.

Trial Membership:

- is only available to an individual once and is limited to a maximum period of four weeks, after which an application for ordinary membership is required.
- does not confer any reciprocal visiting rights.

Trial Members:

- must complete the Trial Member Register,
- pay such fees as are set by the Board from time to time (this fee to be deducted from the subscription due when taking out Ordinary Membership)
- must retain the coupon for the duration of their trial period.
- may not attend or take part in an Annual or Special Meeting,
- may not participate in any sporting tournament run under the auspices of Clubs New Zealand,
- may not bring visitors into the **Club**; each person must be a Trial Member in their own right,
- may be required to give proof of current Trial Membership when purchasing liquor, claiming gaming or other prizes, or on demand.

g. JUNIOR MEMBERS

Junior Members of a Sub-section which participates in Junior Inter-Club competition between Clubs affiliated to Clubs New Zealand.

Junior Members:

- are not entitled to entry to the **Club** unless accompanied by a parent or guardian and are participating in their Sub-section's practice or competition, or are participating in an inter-club event,
- are not entitled to any rights or privileges of **Club** membership,
- shall pay a **Club** annual subscription equal to twice the Clubs New Zealand annual capitation fee rounded up to the nearest dollar,
- may not sign-in a visitor(s) to the **Club**,
- may not go into any restricted area,
- may not purchase or consume any liquor,
- shall obey all **Club** Rules,
- shall be a competing member of a Sub-section,
- shall be sponsored by a Sub-section.

WOOLSTON CLUB INC. RULES

APPENDIX B

Deleted at Annual Meeting 11 June 2006

These revised Rules of the WOOLSTON CLUB INC. were submitted to and approved at the Annual Meeting of the **Club** on Sunday May 17, 1998.

Caroline M Kellaway, J.P.	President
Gordon D Reid, J.P	Vice-President
Andy Brown	Manager

These Rules were registered by the Registrar of Incorporated Societies on

- AMENDMENT 1. Rules 9 (clauses c and d), 10, 11 (paragraph 1) and Appendix A (clause h.) were amended at the AGM on May 23, 1999 and registered on June 1, 1999.
- AMENDMENT 2. Rules 30 and 31 were amended at the AGM on May 26, 2000 and registered on June 13, 2000.
- AMENDMENT 3. Rules 8, 10, 30, 31 and Appendix A were amended at the AGM on May 20, 2001 and were registered on September 17, 2001.
- AMENDMENT 4. Rule 8 and Appendix A were amended at the AGM on May 18, 2003 and were registered on July 7, 2003
- AMENDMENT 5. Rules 5, 12 and 26 were amended at the AGM on June 13, 2004 and were registered on June 21, 2004.
- AMENDMENT 6. Rules 8, 10,12, 15, 16, 20, 29, 31,46 and Appendix A were amended and Appendix B deleted at the AGM on June 11, 2006 and submitted for registration on June 12, 2006.
- AMENDMENT 7. Rules 38 and 39 were amended at the AGM on June 10, 2007. Sum increased in each Rule from \$50,000 to \$150,000 Submitted for registration on 13 June 2007.

WOOLSTON CLUB BY-LAWS

1. **LIQUOR** Liquor may be taken into the Club, only by authorised merchants in the normal course of their deliveries.
2. **DRESS** A reasonable standard of dress, acceptable to the Board, is required at all times.
3. **SEXUAL HARASSMENT** The Club opposes sexual harassment as defined in the Human Rights Act 1993.
4. **MEMBERSHIP CARDS** A Membership Card confiscated from a member involved in a Judicial Hearing will be returned to a member as follows:
 - after the period for lodging an appeal following a Judicial Hearing, has expired, after any lodged appeal has been heard by the Appeal Board and its decision has been promulgated,
 - after completion of any period of suspension,
 - which ever is applicable and is the latter.

Adopted 21/09/98

5. **RESTRICTED AREAS** The Old Main Bar and the passage way leading thereto from the Main Foyer, the two Smoking Areas, the Gaming Area and the Sports Bar are restricted areas "**OUT OF BOUNDS**" to any person under the age of eighteen (18) years, except as provided hereunder.

An active Junior member of a Section accompanied by a Senior member of that Section may, whilst practising or participating in a competition, enter the billiard table area of the Old Main Bar, or the Sports Bar to view the "big screen", provided that the Junior member has their Club membership card with them.

This restriction does not apply to either the Old Main Bar or the Sports Bar in such instance as a funeral.

Amended and Adopted 15/05/06

6. **CHEQUE CASHING POLICY**

- Maximum amount of \$100.00 except for a Board Member's personal cheque
- Fee of twenty-five (25) cents payable.
- Payable in favour of The Woolston Club Inc. and stamped "**NOT NEGOTIABLE**".
- Have name of drawer and drawer's Club number (Club Card must be sighted by the authoriser) written on back of the cheque.
- Cheques must be authorised by endorsement on the reverse side as follows:
 - **Woolston Club Members** by the General Manager, Duty Manager or Board Member.
 - **Affiliates or Guests** by the General Manager or a Board Member,

NOTE! These cheques must additionally have name, address, Club number (if applicable) and bankcard number (both to be sighted by the authoriser) written on the reverse of the cheque.

Adopted 14/12/98.

7. SMOKE FREE POLICY

1. All internal areas of the Woolston Club Inc. are “**Smoke Free**”.
2. “Smoke Free” signs are displayed at all entrances to Club buildings and may be displayed in other areas deemed appropriate by the Board.
3. Persons smoking when entering Club buildings are requested to desist and may be requested to do so by a Board or Staff Member and will be declined entry should they fail to comply with this request.
4. Any person who starts smoking whilst in any Club building will be approached by a Board or Staff member and requested to stop smoking immediately, if he / she wishes to remain in the building.
Should a person refuse to either stop smoking or to leave the building, the matter will be referred to the Judicial procedure via the Board
5. Designated “**Smoking Areas**” are located:
 - East Side - recessed area to the right (after entering) the Club’s Main entrance.
 - North Side - old Quoits area.
 - West Side - recessed area to the right (when entering) the Sports Bar from the Quoits / Tennis area.
6. Ashtrays / Smokers’ boxes are provided in the “Smoking Areas”

Adopted 15/11/04

8. SUPPLY OF LIQUOR TO PERSONS UNDER LEGAL AGE

No Officer, Board or Staff Member, Member of the club, Visitor or Guest shall provide or facilitate the provision of any intoxicating liquor to any person under the legal drinking age, on Club premises, except in the course of a private function and then only with the sanction of that person’s parent(s), guardian(s) or care-giver(s) and also in accordance with the sale of Liquor Act 1959 and any amendments thereto.

Adopted 20/02/06

Promulgated 24/01/06