

**Rules
of
Auckland Thoroughbred Racing Incorporated**

These Rules show alterations to the Rules of The Auckland Racing Club Incorporated (to be renamed) to be considered by Members at a Special General Meeting on Thursday, 8 July 2021. If the alterations are approved by Members (and other relevant amalgamation approvals are granted) they will take effect when the Club amalgamates with the Counties Racing Club.

CONTENTS

1	INTERPRETATION	4
2	NAME	5
3	OBJECTS	5
4	POWERS	6
5	CLUB MEMBERS	7
6	ELECTION OF MEMBERS	8
7	SUBSCRIPTIONS	9
8	MEMBERSHIP MATTERS	10
9	PROPERTY OF THE CLUB	10
10	CESSATION OF MEMBERSHIP	10
11	PRIVILEGES OF MEMBERSHIP	11
12	PREPAYMENT OF SUBSCRIPTIONS	12
13	GOLDSTAR MEMBERSHIP	12
14	BORROWING FROM MEMBERS	12
15	LIFE MEMBERS	13
16	VISITORS	13
17	CORPORATE AND SPONSORSHIP PRIVILEGES	13
18	SPOUSE OF DECEASED MEMBER	14
19	ALTERATION OF RULES	14
20	MEETINGS	14
21	NOTICE OF MEETING	15
22	SPECIAL GENERAL MEETINGS	15
23	HOLDING MEETINGS	16
24	OFFICE BEARERS	18
25	BOARD MEMBERSHIP	19
26	BOARD APPOINTMENTS AND ELECTIONS	22



27	BOARD MEETINGS	23
28	BOARD MEETINGS BY TELEPHONE	24
29	POWERS AND DUTIES OF THE BOARD	24
30	CHIEF EXECUTIVE	26
31	AUDITORS	26
32	SEAL	27
33	DISSOLUTION	27
34	INDEMNITY	27
35	BY-LAWS	27
36	NOTICES	27
37	INTERPRETATION OF THE RULES	28

Rules of Auckland Thoroughbred Racing Incorporated

1 Interpretation

1.1 In these Rules, unless the context otherwise requires:

"**Amalgamation Agreement**" means the Amalgamation Agreement dated 18 May 2021 between the Club and CRC

"**Amalgamation Date**" means the date (expected to be 1 August 2021) on which the amalgamation between the Club and CRC pursuant to the Amalgamation Agreement takes effect

"**Annual Meeting**" means an Annual General Meeting pursuant to Rule 20.1

"**Board**" means the Board of Directors for the time being of the Club

"**By-laws**" means any by-laws of the Club for the time being in force and "**By-law**" has a corresponding meaning

"**Chair**" means the person who holds the office of chair of the Board

"**Club**" means the Auckland Thoroughbred Racing Incorporated

"**Club-Appointed Director**" means a Director appointed to the Board under Rule 25.2(a) or (b) or Rule 25.6(a)

"**Chief Executive**" means the person appointed by the Board as the chief executive of the Club or a person holding a generally equivalent position

"**Course**" means the Ellerslie Race Course and any other race course or training ground over which the Club may from time to time exercise any control

"**CRC**" means The Counties Racing Club Incorporated, an incorporated society

"**Deputy Chair**" means the person whom the Board appoints to the office of deputy chair of the Board pursuant to Rule 24.2

"**Director**" means a member of the Board

"**Director Assessment Panel**" or "**Panel**" means the panel referred to in Rule 25.3

"**Non Club-Appointed Director**" means a Director appointed to the Board under Rule 25.2(c) or Rule 25.6(b)

"**Members**" means the members for the time being of the Club and "**Member**" has a corresponding meaning

"**NZTR**" means New Zealand Thoroughbred Racing Incorporated and includes any successor entity



“**Register of Members**” means the register of the Club's members maintained by the Chief Executive

“**Registered Office**” means the registered office for the time being of the Club

“**Rules**” means the Rules of the Club from time to time in force and “**Rule**” has a corresponding meaning

“**Rules of Racing**” means the New Zealand Rules of Racing for the time being in force, as determined by NZTR

“**Working Day**” means any day (other than Saturday, Sunday or public holiday) on which registered banks are open for over-the-counter banking business in Auckland

“**Year**” means the year from the 1st day of August to the 31st day of July, which is the financial year of the Club.

1.2 Words importing the singular include the plural and vice versa.

1.3 Headings to these Rules are inserted for convenience only and do not affect the interpretation of these Rules.

2 **Name**

2.1 With effect from the Amalgamation Date the name of the Club is “Auckland Thoroughbred Racing Incorporated”.

3 **Objects**

3.1 The objects for which the Club is established are

- (a) To hold race meetings and to promote, regulate and assist the sport of horse racing;
- (b) To provide facilities for race meetings, trials, training and agistment and any related activity and any other sport or activity which may conveniently be carried on in conjunction therewith;
- (c) To encourage the growth and spread of the sport of horse racing and any other sport or activity;
- (d) To provide an organisation for the control of the sport of horse racing or any other sport or activity;
- (e) For the purposes aforesaid to provide and maintain any racecourse, sports ground clubhouse or other property real and personal and to supply refreshments and other things incidental to the foregoing objects;
- (f) To provide, operate and maintain wagering, gaming, convention or function facilities and also restaurant and catering facilities;



- (g) To join, affiliate, act in liaison or co-operate with, any other body, company, society, person or government department or ministry in the furtherance of any of the foregoing objects;
- (h) To enhance the use of its assets and resources for the benefit of thoroughbred racing in the Auckland region;
- (i) Generally to do all such things as may, in the opinion of the Board, be incidental or conducive to the attainment of any of the foregoing objects and the maintaining of community interest in all matters affecting the sport of horse racing.

4 **Powers**

4.1 The Club has the following powers:

- (a) To purchase, take on lease or in exchange, hire and otherwise acquire any real or personal property, rights or privileges in connection therewith and to hold, improve, manage, develop, let or lease, sell, exchange or otherwise dispose of any such property, rights or privileges;
- (b) To enter into such negotiations, contracts, agreements or arrangements as the Board considers necessary, desirable or expedient;
- (c) To enter into any form of merger, amalgamation, joint venture, partnership or other form of arrangement with any other person or entity whether or not that person or entity is engaged in the thoroughbred racing industry;
- (d) To construct, build, alter, improve, enlarge, pull down, remove or replace any buildings or other improvements in upon or about any of the real or leasehold property of the Club or over which it may have any licence or right of occupancy and generally to conduct such businesses or other activities on any such property as the Board may determine;
- (e) To engage in such activities as the Board thinks fit on any property owned or occupied by the Club, including (but without limiting the generality of this or any other power) providing facilities for conferences, functions and meetings, providing restaurant facilities, undertaking catering, and operating bistros and gaming activities;
- (f) To charge for any facilities, services or goods provided or undertaken by the Club;
- (g) To employ or engage contractors, managers, house staff, groundsmen, cleaners, caretakers and/or other employees and from time to time to terminate such employment and to appoint another or others in their stead;
- (h) To borrow or raise money in such manner as the Club may think fit and to secure the repayment thereof by the issue of debentures or by mortgage or charge upon the whole or any part of the property or assets of the Club



(whether present or future) and to purchase redeem or pay off any such securities;

- (i) To invest and deal with moneys of the Club not immediately required, and any income from it, in any form of real or personal property or securities and to deal with any such investment in any manner as the Board may from time to time determine, including, but without limitation:
 - (i) to hold, retain, realise, sell, exchange and vary an investment;
 - (ii) to deposit all or part of the moneys of the Club not immediately required with any bank, trust, company or other financial or investment institution on any terms, including, without limitation, on call or in an interest or non-interest bearing account;
 - (iii) to retain any investment notwithstanding it may be or is of a wasting or reversionary nature, may not produce income or might be decreasing or not increasing in value; and
 - (iv) to enter into any financial arrangement including any swap, hedging, derivative or other similar arrangement.
- (j) To appoint any person as an investment manager to invest and manage all or any investments forming part of the moneys of the Club not immediately required in accordance with an overall investment strategy or policy and any particular investment decisions made by the Board from time to time and to appoint, or concur in the appointment, of any custodian of any such investments;
- (k) To make admission and other charges to the public attending or partaking in any of the functions or activities of the Club;
- (l) From time to time to pay, make over, transfer or make disbursements from any money or property of the Club for any cause or purpose which in the opinion of the Board will further the Club's objects;
- (m) Generally to do all such acts, matters and things as the Board considers necessary, desirable or expedient in furtherance of the objects of the Club.

5 **Club Members**

5.1 The Members of the Club will be:

- (a) All persons who at the date of adoption of these Rules are members of the Club;
- (b) All CRC members who become members of the Club in accordance with the Amalgamation Agreement so that from the Amalgamation Date:
 - (i) Life Members of CRC as at the close of the day before the Amalgamation Date become Life Members of the Club (and shall be deemed to have been elected in accordance with Rule 15);



- (ii) Honorary Members of CRC as at the close of the day before the Amalgamation Date become ordinary members of the Club and shall be deemed to have met the requirements of Rule 7.1(c); and
 - (iii) ordinary members of CRC as at the close of the day before the Amalgamation Date become standard (ordinary) members of the Club (and shall be deemed to have been elected in accordance with Rule 6);
 - (c) All persons who are elected Members in accordance with these Rules with effect from or after the Amalgamation Date.
- 5.2 The maximum number of Members of the Club will be as from time to time determined by the Board.
- 6 Election of Members**
- 6.1 Nominations for membership must be in writing in a form prescribed or approved by the Board and must be signed by
- (a) The candidate; and
 - (b) At least two Members as proposers.
- 6.2 Upon receipt of any nomination the Chief Executive must enter the name and postal address of the candidate and the proposers on a Members' Application Register kept for the purpose.
- 6.3 The Board may from time to time consider for membership, and elect to membership or decline for membership, such candidates on the Members' Application Register as the Board determines.
- 6.4 A candidate will not be elected unless:
- (a) the votes of at least two thirds in number of the Board members are cast; and
 - (b) no more than one third of the votes cast oppose the candidate's membership.
- The Chair's declaration as to the result of a vote will be final.
- 6.5 The Chief Executive must notify each candidate of the result and must forward a copy of the Rules to each elected candidate and request payment of the entrance fee and annual subscription. Upon payment an elected candidate will become a Member and will be bound by the Rules and any By-laws.
- 6.6 Any elected candidate who is a former Member will be required to pay the normal entrance fee (if any) or such part thereof as the Board determines.
- 6.7 If an elected candidate fails within 28 days after the election to pay the entrance fee (if any) or the annual subscription then, unless the Board determines otherwise, his or her nomination for membership will be deemed to be withdrawn.



7 Subscriptions

- 7.1 Subject to the provisions of Rules 12 and 13, all Members must each year pay in advance an annual subscription falling due on 1 August, but:
- (a) Any person who:
 - (i) has been a Member of the Club for 20 consecutive years; or
 - (ii) has been a member of CRC for 20 consecutive years; or
 - (iii) has been a member of CRC for an unbroken period up to the day before the Amalgamation Date and, from the Amalgamation Date, has been a member of the Club for an unbroken period so that such two unbroken membership periods cumulatively amount to 20 consecutive years,and who has also attained the age of sixty-five years, will be required to pay only two-thirds of the normal annual subscription; and
 - (b) Any Member elected after the 10th day of January in any year will in respect of the balance of that year be required to pay only one half of the normal annual subscription; and
 - (c) A person will not be required to pay any further annual subscription if for 30 consecutive years that person:
 - (i) has been a member of the Club; or
 - (ii) has been a member of CRC; or
 - (iii) has been a member of CRC for an unbroken period up to the day before the Amalgamation Date and, from the Amalgamation Date, has been a member of the Club for an unbroken period so that such two unbroken membership periods shall be treated as cumulative for the purposes of counting those 30 consecutive years.
- 7.2 Subject to any specific exemptions granted by these Rules, the Board is entitled to determine from time to time the amount of entrance fees (if any), subscriptions and/or other charges for the use of the facilities of the Club. The Board may determine that differential fees, subscriptions or other changes will be applicable to Members of a particular class, category or description.
- 7.3 If any Member who is liable to pay an annual subscription fails to pay the annual subscription within three months after the due date or otherwise remains indebted to the Club for a period of at least three months, the Board may terminate his or her membership, and remove his or her name from the Register of Members, but that Member will remain liable for all fees and dues then owing to the Club.
- 7.4 If a person whose membership has been so terminated pays the amount due and furnishes an explanation of his or her failure or neglect acceptable to the Board, the Board may reinstate his or her membership.



7.5 No Member whose subscription is in arrears for a period of three months or more will be entitled to sign any requisition to the Chief Executive or the Board, or to vote at any meeting of the Club or be entitled to receive from the Chief Executive or the Board any notice convening a meeting or otherwise or to exercise any of the other privileges of membership.

7.6 A Member residing outside of New Zealand for more than one year, upon giving written notice of his or her absence to the Chief Executive will during the period of absence be required to pay only two-thirds of each normal annual subscription.

8 **Membership Matters**

8.1 No person who is disqualified under the Rules of Racing will be eligible for membership of the Club, and any Member who is so disqualified will automatically cease to be a Member.

8.2 The Chief Executive must keep a Register of Members in which the names and postal addresses of Members are recorded. In addition, a Member may provide an email address which the Chief Executive must record in the Register of Members. A Member must give notice of any change of postal address or email address to the Chief Executive who must enter the new address in the Register of Members. Any letter, notice or other writing posted to a Member at the postal address shown in the Register of Members will be deemed to have been received by that Member one Working Day after the letter or other item is posted. Any letter, notice or other writing that is sent by email to a Member at the email address shown in the Register of Members, as permitted by Rule 36.4, will be deemed to have been received by that Member on the same day that the email is sent.

9 **Property of the Club**

9.1 No Member will by reason of his or her membership have any pecuniary or any transmissible or assignable interest whether by operation of law or otherwise in any property of the Club.

10 **Cessation of Membership**

10.1 If the Board is satisfied that a Member has:

- (a) infringed these Rules or any By-laws; or
- (b) engaged in conduct prejudicial to the interests of the Club; or
- (c) engaged in improper or dishonourable conduct,

the Board may

- (d) censure the Member; or
- (e) suspend the Member for any period not exceeding two years, during which period the Member will not be entitled to any of the privileges of membership; or



- (f) terminate that person's membership in which event that person will cease to be a Member.

10.2 Prior to exercising the above powers of censure, suspension or expulsion the Board must:

- (a) Give the Member concerned particulars of the complaint or allegation against him or her;
- (b) Give the Member not less than seven days' notice of the meeting at which the complaint or allegation is to be considered;
- (c) Give the Member the opportunity at the meeting of answering the complaint or allegation.

In the event of the Member failing to attend or to answer the complaint or allegation, the matter may be heard and determined by the Board in the absence of the Member.

10.3 A Member may resign by notice to the Board in writing, signed by him or her and lodged at the Registered Office, provided however, that the resignation will not, unless the Board otherwise determines, release the Member from any subscription or other amount due or accruing due at the time of resignation.

10.4 The Board must remove from the Register of Members the name of:

- (a) Any person who ceases to be eligible for membership;
- (b) Any other person who ceases to be a Member.

11 **Privileges of Membership**

11.1 Every Member will be entitled, on production of his or her Member's ticket, to admission to all parts of the Course and stands, other than those enclosures or parts of the Course which may from time to time be reserved by the Board for special purposes. Member's tickets will be issued in such manner and in such form as the Board may from time to time prescribe.

11.2 Every Member will be entitled in each Year to:

- (a) Purchase guest badges for that Year the cost and maximum number of which are to be determined from time to time by the Board;
- (b) Obtain such number of guest tickets as the Board may from time to time prescribe for each race day at such cost as the Board may determine.

11.3 All guest tickets will otherwise be issued on such terms and in such form and manner as the Board may from time to time prescribe.

11.4 Members will be entitled on race days and subject to any conditions imposed by the Board to use such parking areas as the Board may from time to time set aside for that purpose.



12 **Prepayment of Subscriptions**

- 12.1 The Board, at its discretion, may offer to all or any Members, the right to prepay their Membership subscriptions either for life or for any specified period or periods, and with such concessions and privileges and on such terms and conditions as are prescribed by the Board at the time of the offer.
- 12.2 The benefits conferred under Rule 12.1 will upon the death of the Member be transferred to his or her spouse where the spouse takes up membership under Rule 18.1.
- 12.3 Nothing in this Rule will preclude the Board from terminating the membership of any person under the provisions of Rules 8.1 or 10.1 but on any such termination the Member may at the discretion of the Board be refunded such portion of his or her prepayment as is determined by the Board.

13 **Goldstar Membership**

- 13.1 The existing class of membership known as Goldstar Membership continues.
- 13.2 The rights, benefits and privileges of Goldstar Members will be as from time to time determined by the Board but must in any event include all the rights, benefits and privileges of normal membership.
- 13.3 Goldstar Membership entails the prepayment of membership subscriptions by way of payment of such amount in such manner as are in each case from time to time determined by the Board. Thereafter a Goldstar Member will not be required to pay any further subscriptions.
- 13.4 The provisions of Rules 6.1 to 6.5 with any appropriate modifications apply to all applications for Goldstar Membership.
- 13.5 The Chief Executive must keep a Register of Goldstar Members.
- 13.6 Nothing in Rules 13.1 to 13.5 affects the generality of Rule 12.1. The provisions of Rule 12.3 apply to Goldstar Members.

14 **Borrowing from Members**

- 14.1 In order to further the objects of the Club, the Board may borrow money (secured or unsecured) from Members for such purposes, of such amount, upon such terms and with such privileges (in addition to those contained in this Rule 14) as are prescribed by the Board at the time of the borrowing.
- 14.2 Nothing in this Rule precludes the Board from terminating the membership of any person pursuant to the provisions of Rules 8.1 or 10.1 and on removal:
- (a) the Member will lose any privileges conferred under this Rule; and
 - (b) at the option of the Board the loan may continue for its term or be repaid at an earlier date.



15 **Life Members**

- 15.1 The Board may at a duly constituted meeting elect as a life member any person who the Board considers has rendered a sustained and significant contribution to the Club and/or to the racing industry. A person will not be elected as a life member unless:
- (a) the votes of at least two thirds in number of the Board members are cast, and
 - (b) no more than one third of the votes cast oppose the person's life membership.
- 15.2 A life member will be entitled to all the privileges of membership, but will not be required to pay any subscription or other fee.
- 15.3 Upon the death of a life member, his or her spouse may apply under Rule 18.1 to be a Member. Upon admission as a Member the spouse will not be liable to pay any annual subscriptions.

16 **Visitors**

- 16.1 The Board may allow any visitors admission on race days and accord them such privileges as are determined by the Board.

17 **Corporate and Sponsorship Privileges**

Corporate Privileges

- 17.1 The Board may offer to such companies or organisations as the Board may determine the right to nominate from time to time a person or at the Board's discretion more than one person to enjoy the privileges of membership.
- 17.2 Such rights may be for such period and may be in return for payment to the Club of such sum as the Board may at the time of nomination determine and may otherwise be on such terms and conditions as the Board determines.
- 17.3 A person nominated under this Rule 17 must be a senior executive of the company or organisation.
- 17.4 A person nominated by a company or organisation under this Rule 17, on acceptance by the Board will enjoy all privileges of membership but will not have any voting rights. Such person will not be a Member of the Club but while enjoying the privileges will be subject to the Club's Rules and By-laws and will be required to complete a membership application form containing provisions to that effect.
- 17.5 The company or organisation, or the Club (as the case may be) may at any time advise the Board or the company or organisation (as the case may be) that it revokes a person's nomination under this Rule 17 whereupon that person will cease to enjoy the privileges of membership and the company or organisation may nominate another person as its nominee in his or her place.



- 17.6 Other matters which may arise relating to the status, rights or privileges of a company or organisation or its nominees under this Rule may be determined by the Board.

Sponsorship Privileges

- 17.7 The Board may offer such privileges as it from time to time determines to companies and organisations which are involved in sponsorship of the Club of any of its activities.

18 Spouse of Deceased Member

- 18.1 If within one year of the death of any Member his or her spouse applies to be a Member the application must be determined by the Board in the manner specified in Rule 6.4 at the next Board meeting not earlier than one week after the application is made. No entrance fee will be payable by the applicant. For the purposes of Rules 7.1(a), (b) and (c) the applicant will on election be deemed to have become a Member on the date on which his or her spouse became a Member.

19 Alteration of Rules

- 19.1 Subject to compliance with Rule 21.1 the Club may at any Annual or Special General Meeting by a two-thirds majority vote of those Members present either in person or by proxy amend, replace, add to, revoke or suspend any of these Rules.

20 Meetings

- 20.1 The Club must in each Calendar Year hold a General Meeting as its Annual General Meeting ("**Annual Meeting**").

- 20.2 The Annual Meeting must be held at such time and place as the Board appoints. Preliminary advance notice of the proposed date of the meeting must be given to Members not less than 56 days prior to the appointed date. For the third Annual Meeting after the Amalgamation Date and thereafter that notice must also specify the closing date for applications (pursuant to Rule 26.3) for election as Club-Appointed Directors and, for all Annual Meetings, the lodging of notices of motion pursuant to Rule 21.1.

- 20.3 The business of the Annual Meeting is:

- (a) To receive from the Board and Auditors of the Club reports on the affairs of the Club during the past Year;
- (b) To consider and adopt or otherwise, the statement of accounts for the past Year;
- (c) To elect the Club-Appointed Directors in accordance with these Rules with effect from, and including, the third Annual Meeting after the Amalgamation Date;
- (d) To deal with any proposed amendment of, addition to, revocation, replacement or suspension of any of the Rules of which due notice in terms of these Rules has been given;



- (e) To deal with any other special business of which due notice in terms of the Rules has been given; and
- (f) To deal with any general business.

21 **Notice of Meeting**

- 21.1 All Notices of Motion being special business or for proposed amendments, replacements, additions, revocations or suspensions of Rules, or new Rules, for consideration at the Annual Meeting must be signed by the proposer and given to the Chief Executive at least 28 days before the date on which the meeting is to be held.
- 21.2 The Chief Executive must, at least 14 days before the Annual Meeting, post to every Member a notice stating the place, day and hour for the meeting, together with:
 - (a) Relevant information about the business of the meeting;
 - (b) In respect of the third Annual Meeting after the Amalgamation Date and thereafter a list of candidates for election as Club-Appointed Directors together with the Director Assessment Panel's recommendation in respect of each of those candidates; and
 - (c) A copy of all reports and accounts submitted under Rules 20.3(a) and (b), and any proposals under Rule 20.3(d) and particulars of any special business under Rule 20.3(e).
- 21.3 The Board may postpone any meeting of the Club to such time as may be expedient and must advertise any such postponement and the date on which the postponed meeting will be held on the Club's website and in a daily newspaper circulating throughout the City of Auckland. The business transacted at the postponed meeting will be as valid as if it had been transacted on the day first appointed.
- 21.4 The proceedings at a meeting of Members are not invalidated if the Club accidentally omits to give notice of a meeting to any person entitled to that notice, or if any person entitled to that notice fails to receive notice of a meeting.

22 **Special General Meetings**

- 22.1 The Board may at any time convene a Special General Meeting of the Club.
- 22.2 The Board must convene a Special General Meeting within 30 days of receipt of a requisition in writing, calling upon the Board to do so, signed by not less than three per cent of the Members calculated as at the date of the preceding Annual Meeting. The requisition must contain any Notices of Motion and proposals or matters to be considered at the Meeting.
- 22.3 At least 14 days' notice in writing of any Special General Meeting, stating the Notices of Motion and proposals or matters for consideration by the meeting must be given by the Chief Executive. No business other than that specified in the notice may be dealt with at any Special General Meeting.



23 **Holding Meetings**

23.1 A meeting of Members may be held by a quorum of the Members:

- (a) being assembled together at the place, date and time appointed for the meeting; or
- (b) participating in the meeting by means of audio, audio and visual, or electronic communication; or
- (c) by a combination of both of the methods described in paragraphs (a) and (b).

A Member, or a Member's proxy, may participate in a meeting of Members by means of audio, audio and visual, or electronic communication if the Board approves those means and the Member or proxy complies with any conditions imposed by the Board in relation to the use of those means (including, for example, conditions relating to the identity of the Member or proxy, and that person's approval or authentication (including electronic authentication) of the information communicated by electronic means).

23.2 The Club is not required to hold meetings of Members in the manner specified in Rule 23.1(b) or (c). Meetings will be held in that manner only if the notice of meeting so specifies or the Board otherwise decides that the Club should do so.

23.3 No business may be transacted at any meeting unless a quorum of members is present at the time when the meeting proceeds to business. Twenty-five members present in person (including, if relevant, those qualifying under Rule 23.4(a)) and entitled to vote are a quorum.

23.4 To avoid doubt:

- (a) a Member participating in a relevant meeting by means of audio, audio and visual, or electronic communication (where the meeting is being held in that manner) is present at the meeting and part of the quorum; and
- (b) a Member represented by a proxy will not be part of the quorum.

23.5 If, within half an hour from the time appointed for the meeting, a quorum is not present, the meeting will stand adjourned to the same day of the following week, at the same time and place. If, at any such adjourned meeting, the quorum is not present, then the members present in person (including, if relevant, those qualifying under Rule 23.4(a)) shall constitute a quorum.

23.6 The Chair, or in his or her absence, the Deputy Chair must preside over every meeting of the Club, or, if neither of them is present within 15 minutes after the time appointed for the holding of the meeting, the Members present must elect one of their number to be chair of the Meeting.

23.7 The chair may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting for a period not exceeding 14 days, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting at which the adjournment



took place. It is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

- 23.8 At any meeting a resolution put to the vote of the meeting is to be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
- (a) by the chair; or
 - (b) by at least seven Members present in person (including, if relevant, those participating by virtue of Rule 23.1(b) or (c)) or by proxy.

A poll demanded upon any matter must be taken forthwith.

- 23.9 On a poll, votes may be given either personally or by proxy. The scrutineers will be such of the Club's auditors as are present at the meeting or in their absence such other person or persons as the meeting may appoint.
- 23.10 Unless otherwise determined by the Board and notified to Members in the relevant Notice of Meeting, the vote on the election of Club-Appointed Directors must be conducted by postal votes meeting the requirements of Rules 26.6 and 26.7.
- 23.11 Whether or not the Board has decided that Rule 23.1(b) or (c) applies to a meeting, Members may exercise the right to vote at a meeting by electronic means if:
- (a) the Board, prior to the giving of notice of a meeting, has so determined and has notified members of that right in the applicable notice of meeting; and
 - (b) the Member or Member's proxy complies with any conditions imposed by the Board in relation to the use of those means (including for example, conditions relating to the identity of the Member or Member's proxy and that persons approval or authentication (including electronic authentication) of the information communicated by electronic means).

In this Rule 23.11 "electronic means" includes, but is not limited to, via a website, by means of audio, audio and visual, or other electronic communication.

- 23.12 A person appointed proxy must be a Member.
- 23.13 The instrument appointing the proxy must be deposited at the Registered Office no later than two hours prior to the time appointed for the commencement of the meeting.
- 23.14 An instrument appointing a proxy must be in the following form or a form as near thereto as is reasonably practicable.

Auckland Thoroughbred Racing Incorporated

I _____ of _____
being a member of the Club, hereby appoint



_____ or failing him/her,

_____ as my proxy, to
attend and vote for me on my behalf at the Annual Meeting (or Special
General Meeting) of the Club to be held
on _____ and at any adjournment therefore

Dated this _____ day of _____ 20____

Notes

- 1 Proxies can be given only to a Member of the Club
- 2 Proxies intended to be given to the chair of the meeting should preferably be addressed to "The chair" rather than a named person, as a late change of chair may occur
- 3 This Proxy will be used only in the event of a poll being demanded
- 4 You may in this Proxy form give instructions as to how the proxy is to vote

23.15 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting at which the show of hands takes place, or at which the poll is demanded, will be entitled to a second or casting vote.

23.16 Except where otherwise provided in these Rules, all matters submitted to the meeting will be decided by a majority of votes.

23.17 A declaration by the chair that a resolution has, whether on a show of hands or on a poll, been carried, or carried unanimously, or by a particular majority, or lost and an entry to that effect in the books containing the minutes of the proceedings of the Club, will be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

23.18 All decisions arrived at and carried by the requisite majority at any Annual Meeting or Special General Meeting held in conformity with these Rules will be binding and conclusive upon all Members, and no notice of motion to reconsider any such decision may be received by the Board during the Year in which that decision has been so arrived at, unless the Board otherwise determines.

24 **Office Bearers**

24.1 The Board shall consist of a minimum of five Directors and a maximum of seven Directors.

24.2 The Board must appoint from its members a Chair and, at its discretion, may appoint a Deputy Chair. Until the conclusion of the third Annual Meeting after the Amalgamation Date the Chair must be a Club-Appointed Director who was a Club member immediately before the Amalgamation.

24.3 A person will cease to hold office as a Director:

- (a) Upon ceasing to be a Member, if the Director is a Club-Appointed Director;
or



- (b) If he or she is absent without the leave of the Board from three consecutive meetings of the Board; or
- (c) If he or she dies or becomes mentally incapacitated; or
- (d) If he or she becomes disqualified from being a Director of a company under the Companies Act 1993; or
- (e) If he or she resigns that office; or
- (f) If he or she is removed from office in accordance with these Rules.

24.4 Subject to Rules 24.5 and 24.6 no Director is entitled to be paid a fee for his or her service as Director.

24.5 A Director is entitled to be paid or reimbursed for all travel and other expenses properly incurred by him or her in connection with the performance of his or her duties or otherwise in connection with the business or affairs of the Club.

24.6 The Members in general meeting may vote on a resolution to approve from time to time an aggregate lump sum to be paid to the Board annually as Directors' fees. Where payment of such an annual aggregate lump sum is approved by Members then:

- (a) it will be allocated annually among some or all of the Directors as the Board may decide from time to time; and
- (b) it will apply annually until the Members in general meeting pass a resolution to revoke or vary their approval.

25 **Board Membership**

25.1 The Chair, Deputy Chair and all Board members as at the day before the Amalgamation Date shall be deemed to retire with effect from the Amalgamation Date.

25.2 From the Amalgamation Date to the conclusion of the third Annual Meeting after the Amalgamation Date the Board will be a transition Board the members of which shall be:

- (a) two persons who are members of the Club and Board members immediately before the Amalgamation Date and who, prior to that date, have been nominated by the Board to be members of the transition Board from the Amalgamation Date;
- (b) two persons who are CRC members and members of the CRC Committee immediately before the Amalgamation Date and who, prior to that date, have been nominated by that Committee to be members of the transition Board from the Amalgamation Date; and
- (c) up to three persons (with appropriate expertise and experience) who need not be Members and who are appointed by the Board members referred to



in (a) and (b) above to be members of the transition Board from or after the Amalgamation Date.

- 25.3 Before the third Annual Meeting after the Amalgamation Date the Board will establish a Director Assessment Panel with the membership and role set out in Rules 25.4 and 25.5.
- 25.4 The members of the Panel will comprise:
- (a) two members of the Board for the time being who are appointed by the Board; and
 - (b) two other persons appointed by the Board but who are not members of the Club or members of the Board and who have relevant expertise and experience in recruiting and assessing persons for membership of governing bodies of major business organisations.
- 25.5 The Panel's role will be to recruit and assess, and to make a recommendation to the Board (and to Members in respect of candidates for Club-Appointed Directors), whether or not a candidate is suitable for election or appointment or re-election or re-appointment (as the case may be) to the Board having regard to:
- (a) the Club's then existing and anticipated medium term and long term relationships and strategies;
 - (b) ensuring that the Board has an appropriate overall mix of skills, knowledge and experience that are necessary or desirable among the Directors; and
 - (c) a systematic succession planning process for the Board.
- The Panel will make a recommendation for or against a particular candidate.
- 25.6 From the conclusion of the third Annual Meeting after the Amalgamation Date and thereafter the members of the Board will comprise:
- (a) four persons elected by Members and who are Members who have been assessed and recommended by the Panel for election (by Members) to the Board; and
 - (b) up to three persons who need not be Members and who have been assessed and recommended by the Panel for appointment (by the Board) to the Board as Non Club-Appointed Directors.
- 25.7 From (and including) the third Annual Meeting after the Amalgamation Date no person shall be eligible for appointment or election or re-election or re-appointment to the Board unless he or she has been assessed by the Panel and the Panel has recommended that he or she be appointed to the Board. This requirement shall not apply to the appointment of a person to fill a casual vacancy on the Board but such a person may not be re-elected or re-appointed without a Panel assessment and recommendation.
- 25.8 The maximum term for which a Director (whether a Club-Appointed Director or a Non Club-Appointed Director) may be appointed is three years, except as is



necessary to give effect to Rule 25.9(a) or 25.9(b). Time spent as a Director before the Amalgamation Date and in the period from the Amalgamation Date to the first Annual Meeting after that date shall not be counted for the purposes of calculating that three year period. A Director will be eligible for reappointment after the expiry of his or her term (so long as he or she is assessed and recommended by the Panel for reappointment) but a Director shall not hold office for a continuous period of more than nine years (that is, three continuous terms of three years each or such other number of continuous terms for such other periods as does not exceed nine continuous years in total excluding any period before the first Annual Meeting after the Amalgamation Date). Where a Director retires by virtue of having been on the Board for nine continuous years then he or she will not be eligible for reappointment or re-election for one year after retirement.

25.9 Directors shall rotate in accordance with the following provisions:

- (a) at the third Annual Meeting after the Amalgamation Date one of the two Club-Appointed Directors appointed under Rule 25.2(a) and one of the two Club-Appointed Directors appointed under Rule 25.2(b) shall retire. The first such Directors to retire in such a category shall be agreed between the persons in that category failing which it will be decided by lot. A Director retiring under this Rule shall be eligible for re-election if he or she has been assessed and recommended by the Panel;
- (b) at the fourth Annual Meeting after the Amalgamation Date and thereafter in every year, at least one-third (to the nearest whole number) of Club-Appointed Directors must retire from office and at least one third (to the nearest whole number) of Non Club-Appointed Directors must also retire from office. Subject to Rule 25.8, a Director retiring under this Rule shall be eligible for re-appointment by the Board if he or she has been assessed and recommended by the Panel;
- (c) the Directors in each category to retire at the fourth Annual Meeting after the Amalgamation Date and thereafter will be:
 - (i) first, any such Director who wishes to retire and does not offer themselves for re-appointment;
 - (ii) secondly, any such Director who has been a Director for three years or longer since their last election or appointment; and
 - (iii) thirdly, if those retiring pursuant to Rule 25.9(c)(i) and (ii) do not constitute the number of Directors in the relevant category required to retire from office under Rule 25.9(b) then the Directors in the relevant category required to retire shall be those of the other Directors in that category who have been longest in office since their last election or appointment. Where persons become Directors on the same date then those that must retire must be chosen by lot unless otherwise agreed by the relevant Directors;
- (d) in addition, any Director appointed to fill a casual vacancy since the last annual meeting must retire from office at the Annual Meeting but is eligible to be appointed as a Director at that meeting if he or she has been assessed and recommended by the Panel.



25.10 At a Special General Meeting, properly convened for the purpose of this Rule, Members may, by a two-thirds majority vote of those Members entitled to vote and voting on the relevant resolution, remove from office any Director stipulated in the applicable Notice of Meeting.

26 **Board Appointments and Elections**

26.1 Subject to Rules 25.2 and 26.2:

- (a) Club-Appointed Directors are to be elected by Members in accordance with the relevant provisions of Rule 25 and this Rule 26; and
- (b) Non Club-Appointed Directors are to be appointed by the Board in accordance with the relevant provisions of Rule 25.

26.2 The Board may fill any casual vacancy on the Board and the person so appointed will retire at the next Annual Meeting but will be eligible for election or re-appointment so long as (in the case of persons retiring at or after the third Annual Meeting after the Amalgamation) he or she has been assessed and recommended by the Panel.

26.3 From and including the third Annual Meeting after the Amalgamation Date applications for election as a Club-Appointed Director must:

- (a) be in writing signed by the applicant and at least two other Members;
- (b) be accompanied by:
 - (i) the candidate's brief biographical details, including, but not limited to, occupation, qualifications, experience and interests; and
 - (ii) a statement of the candidate's skills, strengths and areas of focus or interest relevant to the candidate's proposed contribution to the Board, which is accurate, not misleading and not defamatory or derogatory of any other person or body;
- (c) be delivered to the Chief Executive not later than 42 days prior to the date of the Annual Meeting.

26.4 If the number of Club-Appointed Director candidates assessed and recommended by the Panel exceeds the number of vacancies, the election must be conducted by ballot.

26.5 The Chief Executive must, not later than 14 days before the relevant Annual Meeting, post to each Member a voting paper containing the name, address and occupation of each candidate and the proposers of each candidate, together with the Panel's recommendation on each candidate and an envelope addressed to the Chief Executive.

26.6 A Member wishing to vote by post on the election of Club-Appointed Directors must do so in accordance with the directions set out in the voting paper, and must return the voting paper in the envelope provided to the Chief Executive. Any postal vote not returned in the manner aforesaid will be invalid.



- 26.7 In order to be valid, postal votes must be received at the Registered Office by 12 noon on the day of the Annual Meeting or at such earlier time (not earlier than 24 hours before the time appointed for the commencement of the meeting) as the Board may determine.
- 26.8 The Chief Executive must hand the unopened envelopes to the scrutineers who will be responsible for determining the result of the ballot having regard to all votes (including non-postal votes, if applicable pursuant to Rule 23.11) cast in relation to each candidate.
- 26.9 In the event of a tie between two or more candidates the chair of the Annual Meeting will have a casting vote.
- 26.10 The scrutineers are to be appointed by the Board but Board members, candidates for office and a proposer or seconder of any candidate are not eligible for appointment. The scrutineers must treat a vote as valid if they are satisfied that the intentions of the voter are clear, notwithstanding that the voter has not adhered strictly to the voting directions set out in the voting paper.
- 26.11 If the number of candidates as Club-Appointed Directors does not exceed the number of vacancies in that category the candidates who have been assessed and recommended by the Panel for election to the Board as Club-Appointed Directors must be declared elected without the necessity for a ballot. The Board may appoint any Member or Members to fill any remaining vacancies.
- 26.12 Notwithstanding Rule 26.6, the Board may make By-laws permitting the return of votes by facsimile, email or other electronic means as well as in manner set out in Rule 26.6. In that event, the relevant By-laws are to include such provisions safeguarding the authenticity of returned votes and other relevant matters as the Board considers appropriate.

27 **Board Meetings**

- 27.1 The Directors may act as the Board despite a vacancy in their number. However, if their number is below the minimum number of Directors required by Rule 24.1 then the continuing Directors may, except in emergency, act only for the purpose of filling vacancies to the extent necessary to bring their number up to the minimum number of Directors required by Rule 24.1.
- 27.2 The Board is to meet whenever necessary to transact the business of the Club. The Chief Executive must at the request of the Chair, the Deputy Chair or three Directors convene a meeting of the Board.
- 27.3 The Chief Executive must give to each member of the Board two days' notice of a Board meeting unless a member agrees to dispense with such notice or attends without such notice or is absent from Auckland.
- 27.4 The Chair, or in the Chair's absence the Deputy Chair, will preside as chair at all meetings of the Board. In the absence of both the Chair and Deputy Chair, the members must elect a chair for that meeting.
- 27.5 The quorum necessary for the transaction of the business of the Board is a majority of the Board.



- 27.6 Except as otherwise provided in these Rules questions arising at meetings of the Board are to be determined by a majority of votes and, in the case of an equality of votes, the chair will have a second or casting vote.
- 27.7 No member of the Board may sit or vote on the hearing or consideration of any matter in which he or she has a pecuniary interest.
- 27.8 All acts done at any meeting of the Board or by a sub-committee or by a person acting as a member of the Board or a sub-committee, will notwithstanding that it be afterwards discovered that there was some defect in the appointment or that they or any of them or he or she is or are disqualified, be as valid as if every such person had been duly appointed and was not disqualified.

28 **Board Meetings by Telephone**

- 28.1 The contemporaneous linking together by telephone of a number of Board members not less than the quorum, whether or not any one or more of the members is out of New Zealand, will constitute a meeting of the Board provided that:
- (a) the notice requirements set out in Rule 27.3 have been complied with, but such notice may be given by telephone;
 - (b) each of the Board members taking part in the meeting by telephone must be able to hear each of the other Board members taking part;
 - (c) at the commencement of the meeting and at or about the closure of the meeting each Board member taking part must acknowledge his or her presence.
- 28.2 A Board member may not leave the meeting by disconnecting his or her telephone unless he or she has previously obtained the express consent of the chair of the meeting. A Board member will be conclusively deemed to have been present and to have formed part of the quorum at all times during the meeting by telephone unless he or she has previously obtained the express consent of the chair to leave the meeting.
- 28.3 A minute of the proceedings at such meeting by telephone will be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the chair of the meeting.
- 28.4 For the purposes of this Rule 28 “**telephone**” means and includes video, television or any other audio and visual device which permits immediate communication.

29 **Powers and Duties of the Board**

- 29.1 The management and control of all the affairs, concerns and business of the Club is vested in the Board which may exercise all the powers and do all the acts, matters and things which may be exercised and done by the Club and which are not expressly directed or required to be exercised or done by the Club in general meeting. Without limiting or prejudicing the extent of the Board’s general powers or any other powers conferred by these Rules, the Board has power:



- (a) To invest, dispose of, and deal with the funds and property of the Club as the Board thinks fit for the better carrying out of its objects and the promotion and conservation of its interests;
- (b) To enter into such contracts or agreements on behalf of the Club as the Board may deem desirable;
- (c) To purchase or acquire lands for the use of the Club, and for such other use or purpose as the Board may from time to time determine;
- (d) To improve, manage and develop all or any part of the property of the Club, and to let, sell, exchange, lease or otherwise dispose of such part of the Club's property as may not from time to time be required by the Club, upon such terms and subject to such other conditions as the Board may determine;
- (e) To borrow or raise money for such purposes and upon such terms and in such manner as the Board may deem necessary in the interest of or for the carrying out of the objects of the Club, upon the security of a mortgage or charge (floating or fixed), debentures or debenture stock or any other form of security over all or any part of the Club's property and assets, both present and future;
- (f) To prepare and issue programmes for all race meetings held by the Club during the year, and to prepare the conditions of and advertise the running in succeeding years of such races as the Board may deem expedient to make public and to make such regulations as the Board may think proper with regard to the course;
- (g) To establish a policy and/or make By-laws from time to time governing the admission to and exclusion from the Course of persons other than Members during any race meeting;
- (h) To appoint from time to time officials and to determine the remuneration and duties of any persons appointed, and in the absence or disability of any person so appointed, to make such alternative arrangements for the performance of such persons' duties as they shall think fit;
- (i) To grant renewable privileges in respect of race meetings, conducted by the Club to media representatives, spouses and relatives of deceased members, and such other persons as it thinks fit and on such conditions as it may determine;
- (j) To delegate any of its powers (other than any powers the delegation of which is prohibited by law) to certain Directors, the Chief Executive and/or a sub-committee of the Board. However, whenever the Board delegates a power, the Board remains responsible for the exercise of the power by the delegate, unless the Board:
 - (i) believed on reasonable grounds that the delegate would exercise the power in conformity with the duties imposed on Directors by law; and



- (ii) has monitored, by means of reasonable methods properly used, the exercise of the power by the delegate;
- (k) To constitute any sub-committee of the Board under terms of reference which include the sub-committee's membership, purpose, responsibilities and authority. A majority of a sub-committee must be members of the Board. Other persons (who need not be members of the Club or members of the Board) may be seconded to, or appointed as members of, such a sub-committee;
- (l) To obtain and hold licences pursuant to the Sale and Supply of Liquor Act 2012 and its amendments or any legislation passed in substitution; and
- (m) To require Board members to sign a confidentiality agreement in relation to the Club's affairs which agreement is to be in such form as the Board reasonably determines.

30 **Chief Executive**

- 30.1 The Chief Executive may be appointed by the Board for such term, at such remuneration, and upon such conditions as the Board determines, and any person so appointed may be removed by the Board. The Board must determine the duties of the Chief Executive and may, in the absence at any time of the Chief Executive, appoint any other person or persons to perform those duties.
- 30.2 The Chief Executive will also be responsible for carrying out any obligation or duties imposed by statute, regulation or otherwise on the secretary of the Club and for that purpose will be deemed to be the secretary.

31 **Auditors**

- 31.1 At the first Board meeting after the Annual Meeting the Board must appoint an Auditor.
- 31.2 The Auditor must be a member of the Institute of Chartered Accountants of New Zealand and the appointment of a firm as Auditor will be deemed to be the appointment of all persons who are partners in the firm at the time of the appointment.
- 31.3 The Auditor will hold office until the next Annual Meeting.
- 31.4 The Board may determine the remuneration of the Auditor.
- 31.5 The Board has power to fill any vacancy from time to time in the office of Auditor.
- 31.6 The Board must ensure that the Auditor has access to all books, papers, accounts, vouchers and documents kept by electronic means or otherwise relating to the affairs of the Club.
- 31.7 The annual accounts of the Club must be audited by the Auditor and submitted to the Annual Meeting.



32 **Seal**

- 32.1 The common seal of the Club must be kept at the Registered Office in such custody as the Board directs, and may be used only by the authority of the Board. Every instrument to which the seal is affixed must be signed by two Directors or by one Director and the Chief Executive.

33 **Dissolution**

- 33.1 In the event of the winding up of the Club or of its dissolution by any means whatsoever, the funds, property and assets of the Club remaining after all legal claims against the Club have been satisfied must not be paid or distributed amongst the Members of the Club or any of them, but must be dealt with and disposed of for such public or charitable purposes as the Members determine at a Special General Meeting convened for such purpose, and failing any determination within six months after the decision has been reached to wind up or dissolve the Club, then for such public or charitable purposes as are determined by the Minister of the Crown for the time being having control over the administration of the Gaming Laws then in force in New Zealand. This Rule must not be altered, suspended, or repealed except with the approval of such Minister.
- 33.2 Notwithstanding Rule 33.1, as required by section 24 of the Racing Industry Act 2020, if the Club is dissolved by any means (including under section 36(3) of that Act) then (subject to section 25 of that Act) the Club's surplus assets remaining after all creditors' claims on the Club have been satisfied shall vest in the racing code (as defined in that Act) with which the Club is then registered. This Rule 33.2 applies for so long as section 24 of the Racing Industry Act 2020 (or any successor legislative requirement) applies to the Club.

34 **Indemnity**

- 34.1 The Board, and each and every one of its members respectively, are fully indemnified by and out of the funds of the Club against any loss, damage, expense, or liability incurred by reason of or in connection with any legal proceedings instituted against them, or any of them, for any act done, omitted, or suffered in relation to the performance or professed performance of any of their duties.

35 **By-laws**

- 35.1 The Board has power from time to time to make, replace, alter, amend, and revoke By-laws regulating the Board's own proceedings or for the governance or ordering of the affairs of the Club, including the use, management or control of the Club's property. The By-laws must not be inconsistent with these Rules. All By-laws must be entered in a book to be kept for that purpose and available on the Club's website.

36 **Notices**

- 36.1 Any notice required to be given by the Club under these Rules may be given either personally or be sending it by post to the Member's postal address as recorded in the Register of Members. Where notice is sent by post, service of the notice will be deemed to be effected by properly addressing, pre-paying and posting the



notice and service will be deemed to be effected on the next Working Day after the notice is posted.

- 36.2 If a Member has no address in New Zealand or is known to be overseas it will not be necessary for any notice under these Rules to be given to that Member.
- 36.3 The accidental omission to give notice of a meeting to (or the non-receipt of notice of a meeting by any Member will not invalidate the proceedings at any meeting.
- 36.4 Where a Member has provided an email address to the Chief Executive in accordance with Rule 8.2, any letter, notice or other writing that may, or is required to be given by the Chief Executive under these Rules may, despite anything to the contrary in these Rules, be sent by email or by post. However, any notice or other writing referred to in Rules 26.1 to 26.12 must be given in manner required or permitted by those Rules.

37 Interpretation of the Rules

- 37.1 Should any matter or question arise which has not been provided for in these Rules or should any dispute or question occur as to their interpretation, the Board may consider the same and the Board's determination on the matter, question or interpretation will be final and binding on all Members.
- 37.2 Subject always to the provisions of the Rules of Racing, all decisions of the Board on any matter (including decisions pursuant to Rule 37.1) will be final and conclusive, and may not be questioned in any Court of Law or otherwise.