

KEMNAY GOLF CLUB

CONSTITUTION

Revised: February 2017

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1. NAME

The Club shall be named “Kemnay Golf Club” and shall be a Non Profit Making Body dedicated to the supply of sporting services. Kemnay Golf Club is a Community Club.

2. MEMBERSHIP

2.1 Minimum Membership Requirement

The Club shall have a minimum of 25 members.

2.2 General

Membership shall comprise the following categories:

Full Members

Adults
Seniors
Honorary
Life
Young Adults

Restricted Members

Adults
Seniors
Juvenile, Junior and Youth Members
Temporary Members
Non-playing members

2.3 Full Members

Full membership shall apply to Adult, Senior, Honorary, Life and Young Adult members, and such members shall have the normal rights, privileges and duties of Members of the Club including playing rights on the course. All Full Members shall have the rights to receive notice to attend and vote at General Meetings of the Club.

2.4 Restricted Members

Existing Adult or Senior members shall have the option of paying either the full fee for their category or a reduced fee which limits their playing times in accordance with restrictions set by the Committee. Restricted members shall be entitled to receive notice to attend and vote at General Meetings of the Club.

2.5 Juvenile, Junior and Youth Members

Juvenile, Junior and Youth Members shall not be entitled to receive notice to attend or vote at General Meetings of the Club. Youths shall progress to full membership on attaining the age of 18 years and on payment of the appropriate subscription.

Youth members shall be given preference to other applicants in the event of a restricted number of full membership vacancies being available. If the progressing Youth has not been a member of the Club for two years, they shall be required to pay one half of the full adult joining fee for each year less than the required two years. These three categories of membership are defined as follows:

Juveniles – aged between 7 and 11

Juniors – aged between 12 and 15

Youths – aged 16 to 17

Juveniles may only play when accompanied by an Adult member. Juniors may play unaccompanied at times set out by the Committee. Where approved by the Committee, Youths may play in certain adult competitions and at times outwith those normally permitted to Juniors. The Committee shall have the authority to allow certain Juniors of exceptional golfing skill, but who are under the age of 16 years, to progress to Youth status on payment of the appropriate fee. The qualifying date for the above age limits is 1st January.

2.6 Temporary Members

This category describes those who hold round, day, weekly or monthly tickets and includes visiting members from other clubs partaking in competitions, matches and tournaments organised by the Club. Persons admitted as Temporary Members may be granted such privileges of the Course and Clubhouse as the Management Committee shall determine. The terms of Temporary membership shall be those fixed by the Management Committee from time to time. Any payment requested of Temporary Members shall be payable in advance.

2.7 Non-Playing Members

Non-playing Membership shall be open to adults only and such members shall have the usual rights, privileges and duties of Members of the Club except that:

- a) They shall not be entitled to receive notice to attend and vote at General Meetings of the Club, and,
- b) They shall have no playing rights on the Course unless otherwise decided by the Management Committee and the appropriate subscription has been paid in full.

2.8 Honorary Membership

Candidates for Honorary Membership shall be those who have given great service to the Club. Nominations shall be made in writing to the Management Committee a minimum of 14 days prior to a General Meeting of the Club, and thereafter approved by the membership at the General Meeting.

2.9 Definition of “Member”

Subject to the foregoing provisions, the word “member” where used in these rules shall include both men and women, and both Playing and Non-playing members.

2.10 Application for Membership

Membership is open to all and no application for membership will be refused on other than reasonable grounds. There will be no discrimination on grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, sex, sexual orientation, religion or belief, political or other opinion.

All applications for Membership must be submitted on the appropriate form to the Administrator, and such applications shall be submitted to the Committee for acceptance.

Successful applicants will be notified by the Administrator and shall be entitled to full rights of Membership on payment of the appropriate Entrance and Annual subscriptions. Unsuccessful applicants may appeal the decision to the Committee. In the event of membership being closed, subsequent applicants shall be put on a waiting list.

3. POWERS OF THE MANAGEMENT COMMITTEE

3.1 The Management Committee and Sub Section Structure

The affairs of the Club shall be managed by a Management Committee of five members comprising a Captain, Vice-Captain, Finance Convenor, and 2 Membership Representatives. All Management Committee members must be members of the Club.

Sub Sections will exist for the Member sections (Gents, Ladies, Senior Gents, Junior). A specific Handicap Sub Committee will be appointed from Captain, Vice Captain, Membership Representative and Administrator to cover CONGU requirements.

3.2 Powers of the Management Committee

The Management Committee shall have all powers necessary for the full and efficient conduct of the affairs and business of the Club on behalf of the Club. Without prejudice to the foregoing generality, the Management Committee shall have the following powers, all of which may be exercised or not and if exercised, then at such times and on such terms for such considerations, if any, as the Management Committee may think fit:

- (a) They may make such regulations and bye-laws as they think fit, which shall be binding on all Members of the Club.
- (b) They shall have the sole right to give effect to the rules, regulation and bye-laws, if any, of the Club, to interpret them and to give direction in cases not provided for in the Rules, which shall be binding on all Members of the Club.
- (c) They shall be empowered to appoint, either from their own number or from others, any sub-committees, with or without convenors of the same, to be responsible for the running of the Clubhouse, the maintenance of the Golf Course and Grounds, for fixing handicaps, arranging matches and competitions and other similar purposes and to delegate full powers to such sub-committees for all or any of these purposes at the discretion of the Management Committee.
- (d) They shall have full powers on behalf of the Club and its Members to take any action which it may consider necessary to vindicate the title or possession of the Club, its property or any of it, to enforce the Rules and others of the Club, to recover payment of all sums due to the Club, or which it may consider to be necessary or expedient to take in the interests of the Club. All actions or proceedings shall be brought in the name of the Management Committee as representing the Club.
- (e) They shall have full powers to engage and dismiss staff or servants of the Club, to pay them wages and to fix remuneration and to grant pensions or rewards to those who are or have been in the employment of the Club or their dependants.
- (f) They may purchase, acquire, invest, lease, examb, let, hire, take on hire, maintain, repair, deal with, lend, sell or dispose of all or any property, assets or monies of or for the Club with or without consideration as they may think fit having regard to what they may consider to be in the best interests of the Club or of the Golf Course and they may enter into agreements with owners of ground and property which is or might be of value or use to the Club, and enter into all arrangements for the upkeep and maintenance of the Kemnay Golf Course, the Kemnay Golf Clubhouse and plant, machinery, equipment, furnishings and others, and of any other property or assets. They may borrow money on behalf of the Club with security and if with security then on the security of all or any of the property of the Club.
- (g) No profits or surpluses will at any time be distributed to members and if upon the winding up or dissolution of the Club there remains after satisfaction of all its debts and liabilities any property whatsoever the same shall be given or transferred to some other organisation or organisations having objects similar to the objects of the Club, such organisation or organisations to be determined by the members of the Club by resolution passed at a General Meeting at or before the time of dissolution and insofar as effect can not be given to such provision then to some charitable object. All profits or surpluses generated by Club activities shall be devoted to maintenance or improvement of Club facilities.
- (h) They may enter into all contracts and grant all deeds necessary for all or any of these purposes, and may grant documents of debt, deeds granting, security, personal bonds or bills or other securities, which shall bind the whole Members of the Club present and future, jointly but not severally as if such Members had subscribed the same.
- (i) No unsecured loans shall be entered into without the Members consent at an Annual General Meeting.
- (j) The Captain, Vice Captain and Finance Convenor are empowered to acquire and hold property for the Club as trustees ex officiis and, as such Trustees, they are empowered also to grant all deeds necessary for the disposal or charging of the Club's property in accordance with the directions of the Committee, including documents of debt binding the whole Members of the Club as aforesaid and security writs affecting the Club's property.

3.3 Child and Adult Protection Policy and Procedures

The Club has produced and adopted a policy and set of procedures for the protection of children and adults. The Club Captain or their nominated representative is designated as the "Child Protection Officer" and has the responsibility for ensuring that these policies and procedures are maintained and implemented. A copy of the policy is posted on the Main Notice Board and members who wish to view the Procedures document should contact the Captain or Administrator.

4. THE MANAGEMENT COMMITTEE

4.1 Election to the Management Committee

The Management Committee shall be elected at the Annual General Meeting (AGM) and shall serve for a period of two years at the end of which they will be eligible for re-election. In any one year not more than half of those members shall be due for retirement and such retirements will be as follows:

Odd years: Captain (progresses from Vice-Captain), Vice-Captain, and Membership Representative

Even years: Finance Convenor, and Membership Representative

The Vice-Captain will automatically progress to Captain after the second year of office. Should there be no Vice-Captain in post, then the Captain, at the discretion of the Management Committee, may remain in office.

4.2 Vacancies Which Occur Between AGMs

In the event of a Management Committee vacancy occurring in the interval between AGMs, the Management Committee shall, at their discretion, co-opt a Club Member to fill the vacancy for the remainder of the respective term of office.

4.3 Restrictions Regarding the Management Committee

- a) No Management Committee member shall rent or lease land to the Club.
- b) No Management Committee member shall be a relative, business partner or person acting under the direction of any person leasing or renting land to the Club.
- c) No Management Committee member shall be a relative, business partner or person acting under the direction of anyone associated with the Club who receives emoluments based on the turnover of any aspect of Club activity.

5. MEETINGS

5.1 Types of Meeting

Meetings shall comprise:

- (a) Annual General Meeting to be held in February, and at which a Statement of Accounts shall be submitted to the Members. Those members entitled to attend the AGM shall receive at least 21 days notice.
- (b) Quorum of any General Meeting shall be 15 Club members. In the event that there are insufficient numbers of voting members to form a quorum, the Management Committee shall call a further General Meeting in order to achieve a quorum.
- (c) Special General Meeting may be held on direction of the Management Committee, or at the request of not less than six Members of the Club, such requests being submitted in writing to the Management Committee. On receipt of such a request, must arrange a meeting within 28 days.
- (d) Any proposal to be raised by Members at an Annual General Meeting or Special General Meeting that would impact the operation of the Club, or involve a change to the Club Constitution itself (see clause 11.1) shall require 14 days notice in writing.
- (e) Management Committee Meetings to be called at the discretion of the Management Committee with a minimum of six in any one year. Three of the Management Committee shall be required to form a quorum and should this not be met, the meeting shall be abandoned. The Captain, whom failing the Vice-Captain, shall chair all meetings. In the event of neither the Captain or Vice-Captain being present, the Management Committee shall appoint a Chairperson from their number. In any ballot the Chairperson shall have a casting vote.

6. FINANCE

6.1 The Financial Year

The Financial Year shall commence on December 1st. The Management Committee shall maintain records of all financial transactions undertaken by the Club.

7. SUBSCRIPTIONS

7.1 The Setting of Annual Subscriptions

The Annual Subscription shall be fixed at either the AGM or at a Special General Meeting and shall be payable to the Finance Convenor or Administrator within 30 days of the date of the AGM, or by a date specified by the Management Committee. Any member whose subscription is in arrears after this 30-day period shall be considered as having resigned and shall be notified as such by the Management Committee. Any Member may re-apply for membership as set out in Paragraph 2.10.

8. MISCONDUCT

8.1 Procedures for Dealing with Misconduct

In the event of any Member wilfully violating any of the Rules of the Club and after remonstrance by the Management Committee, continuing to so act, or conduct themselves so as, in the opinion of the Management Committee, to injure or discredit the character of the Club, it shall be in the power of the Management Committee to call upon them to resign. Such members shall be suspended from all rights and privileges of Club Membership from the date of such call being sent. Should such member fail within 14 days to comply with the requirement that he/she resign, the Management Committee shall have the right to expel such member from the Club by sending written intimation to the member that he/she has ceased to be a member of the Club and, on such notification being sent, such member will forfeit all rights and privileges of the Club Membership. No person whose membership has been terminated shall be eligible for re-admission to Club Membership, and no refund of Annual Subscription, or part thereof, will take place.

9. RULES

9.1 Rules Adopted by the Club

The "St. Andrews Rules of Golf" shall be the rules of the game for the Club. The Management Committee is empowered to formulate additional 'Local' rules at their discretion, such rules being posted in the Clubhouse. All rules and competitions shall be administered by the Management Committee and any disputes shall be referred to the Management Committee whose decision shall be binding.

10. CLUBHOUSE RULES

10.1 Personal Interest from the Sale of Alcoholic Liquors

No member of the Management Committee, or any person employed by Kemnay Golf Club, shall have any personal interest in the sale of alcoholic liquors therein, or in profits arising from such sales.

10.2 Introduction of Guests

All Members shall be permitted to have the company on the Course and in the Clubhouse of a guest or guests not exceeding three in number. Such guest or guests shall be permitted to remain in the Club only while the Member introducing him/her or them is present, it being expressly understood that such Member shall be responsible for payment of any bill incurred by such guest or guests.

10.3 Supply of Liquor to Guests

No guest shall be supplied with alcoholic liquor in the Club premises unless on the invitation and in the company of a Member, and the Member shall upon the admission of such guest to the Club premises, or immediately upon his being supplied with liquor, enter their own name and the guest's name and address in a book which shall be kept for that purpose and which shall show the date of each visit.

10.4 Supply of Liquor to Members of other Clubs

Members from other non-profit making and properly constituted clubs shall be entitled to be supplied with alcoholic liquor on production of suitable proof of membership.

10.5 Supply of Liquor for Consumption Outside the Club

No alcoholic liquor shall be sold or supplied for consumption outside the premises of the Club except to a member on the premises and for his/her own consumption, or to a person holding an alcoholic liquor license for the sale of such liquor.

10.6 Supply of Liquor to Persons Under 18 Years of Age

No alcoholic liquor shall be sold or supplied to any person under 18 years of age.

11. CONSTITUTION

11.1 Alterations or Additions to the Constitution

The constitution shall not be altered or added to except at the Annual General Meeting or Special Meeting. Notice of any alteration must be lodged with the Management Committee no later than 14 days before the date of such meeting, which notice shall embody a statement of proposed amendments.

12. COMPLAINTS

All complaints must be made in writing to the Management Committee and signed by the persons complaining; and none shall be attended to unless this rule is complied with. The Management Committee shall take the matter into their consideration, and they shall have the power to give such deliverance or order thereon as they consider necessary.