



BATCHWORTH PARK
GOLF CLUB



Membership Rules 2026

1. NAME

The name of the club is Batchworth Park Golf Club ("the Club").

2. MANAGEMENT

The Club shall be managed at all times on the principles of a professionally managed golf club, for which purposes a club secretary ("the Club Secretary") and a membership secretary ("The Membership Secretary") shall be appointed by the General Committee as hereinafter defined on terms to be decided by the General Committee and answerable to the General Committee.

3. OBJECTIVES

The objectives of the Club are:-

- (i) To establish and maintain and conduct a golf club for the use of the members of the Club ("the Members")
- (ii) To create a golf club for amateur golfers
- (iii) To provide and make use of a measured course that will be available on sufficient occasions for Members to conduct their competitions and maintain their handicaps
- (iv) To encourage social intercourse between the Members and with other similar clubs
- (v) To do all such things as shall be conducive to the attainment of the above objects

4. MEMBERSHIP

4.1 General

A membership is a contractual privilege by which a Member may, subject to and as provided in these Rules, and in common with other Members of the Club enter onto the clubhouse and course belonging to the Club ("the Club Premises") for the purpose of using and enjoying the available facilities.

4.2 Application for Membership

All applicants for membership shall submit an application on the current application form together with joining advance (or standing order option) and annual subscription to the Membership Secretary who will display the applicants name and address on the club notice board for 48 hours prior to the application being decided by the Membership Sub-Committee to be appointed by the General Committee, of which the Membership Secretary shall be Chairman. Each applicant will be advised the result of the application within seven days of the application being lodged unless the Membership Sub-Committee requires any additional information from either the applicant or other current Members.

4.3 Categories of Membership

There will be categories of membership to be decided from time to time by the Club Secretary and Membership Secretary in consultation with the General Committee details of which may be obtained from the Membership Secretary at any time. The playing rights attached to each category of membership will be contained in the application documentation and the membership certificate ("the Membership Certificate") issued to each Member.

4.4 Founder Membership

The Founder Members shall be those Members of the Club identified as Founder Members by the Membership Secretary on behalf of the Membership Sub-Committee each of whom:

- (a) has completed an application form for membership and whose application has been approved and accepted by the Membership Secretary and elected to membership by the General Committee
- (b) has made to the Club the appropriate advance ("the Advance") for the category of membership applied for (the Membership Committee reserving the right to set and publish the amount of the Advance from time to time in consultation with the General Committee) and
- (c) has paid the subscription referred to in Rule 6 when the same falls due for payment

4.5 Replacement Membership

Replacement Members shall be those Members of the Club who are not Founder Members each of whom:

- (a) has completed an application form for membership and whose application has been approved and accepted by the Membership Sub-Committee and elected to the Club by the General Committee
- (b) has made to the Club the appropriate Advance for the category of membership applied for (the Membership Sub-Committee reserving the right to set and publish the amount of the Advances from time to time in consultation with the General Committee) and
- (c) has paid the subscription referred to in Rule 6 when the same falls due for payment

4.6 The Club and all Members are required to comply with the following:-

- (a) To abide by the Rules of Golf as laid down by the Royal and Ancient Golf Club of St Andrews ("the Rules of Golf")
- (b) to abide by the Rules of Amateur Status as laid down by the Royal and Ancient Golf Club of St Andrews
- (c) to comply with the regulations and rules of the Standard Scratch Score and Handicapping Scheme 1983 and any conditions imposed on the Scheme by the Council of National Golf Unions or any amendment or re-enactment thereof from time to time in force
- (d) To abide by the rules of the Hertfordshire Golf Union ("The Union")
- (e) To abide by the Rules of the English Golf Union
- (f) To pay all capitation fees levied by the Union and/or the English Golf Union and the Ladies Golf Union in respect of each category of membership available to playing members
- (g) To provide the facilities of the Club Premises at reasonable intervals in accordance with normal Union practice. In the case of Member Clubs playing over Courses in private ownership, the provision should be agreed in writing with the owner or owners of the course and Clubhouse. In the case of Membership Clubs playing over Courses owned by a Statutory Corporation (municipal Authorities) if required the provisions should be agreed in writing by the appropriate Officer
- (h) Control will be exercised over any outside body using the course in connection with competitions and prizes

5. REPAYMENT OF ADVANCE

5.1 Subject to the provisions of Rule 6 the Advance made by a Member to the Club shall be repayable only in accordance with the provisions set out in this Rule 5 which shall be set out in full on each application form for Membership:

5.1.1 a Member who wishes to leave the Club ("the Outgoing Member") shall give to the Membership Secretary at least three months written notice of his desire to leave the Club.

5.1.2 as soon as a Replacement member in the same membership category as the Outgoing Member has complied with the provisions of Rule 4.5 above the Club will repay the Outgoing Member the following sums:-

- (i) the Advance made by the Outgoing Member, and
- (ii) (where the Outgoing Member's annual subscription has been paid in full in advance) a sum on a pro-rata basis representing the remainder of the then current membership year of which the Outgoing Member will not have the benefit

In the event that the waiting list maintained by the Membership Secretary does not provide a suitable Replacement Member and Outgoing Member shall be entitled to propose candidates for membership for consideration by the Membership Sub-Committee.

5.1.3 On receipt of the sums referred to in Rule 5.1.2 (i) and (ii) above the Outgoing Member will cease to be a Member of the Club and will return his Membership Certificate to the Club. The return of the Membership Certificate to the Club will be evidence that the said sums have been repaid to the Outgoing Member.

5.1.4 There shall be no obligation to repay an Advance to any Outgoing Member for so long as any membership of the same category as that held by the Outgoing Member remains available and unsubscribed.

5.1.5 The maximum number of full paid-up memberships of the Club is 750.

5.2 On the death of a Member holding a 7 Day or 5 Day Single Membership ("the Deceased Member") the following provisions shall apply:-

5.2.1 the Deceased Member's estate (or relevant beneficiary, where applicable) shall be entitled to a transfer of the Membership rights or return of the Advance of the Deceased Member (as the case may be) subject to the following provisions:-

(a) The Membership rights of the Deceased Member may be transferred to an individual ("the Beneficiary") who completes and submits to the Membership Sub-Committee an application for Membership within three months of the death of the Deceased Member and who is:-

- (i) named in a specific valid bequest of the Deceased Member's Membership; or
- (ii) the residuary legatee under the Will of the Deceased Member; or
- (iii) entitled to the estate of the Deceased Member on the intestacy of the Deceased Member,

provided that any such application shall be accompanied by an office copy of the Will and grant of probate or (in the case of intestacy) an office copy of the relevant letter of administration of the Deceased Member and the Deceased Member's Membership Certificate.

(b) Where the application described in Rule 5.2.1(a) is approved by the Membership Sub-Committee, the Club Secretary shall issue a new Membership Certificate to the Beneficiary identifying him as a Founder or Replacement Member (as the case may be) holding the same category of Membership as the Deceased Member held. The Beneficiary shall be deemed to be entitled to be paid the relevant repayment of the Advance plus any subscription in accordance with this Rule 5 in the event of his or her becoming an Outgoing Member.

(c) Should the Beneficiary not be considered an appropriate person to become a Member of the Club by the Membership Sub-Committee, or if the Beneficiary does not submit a completed application form for Membership in accordance with Rule.

5.2.1(a), a payment shall be made to the Beneficiary, equal to the Advance set by the Membership Sub-Committee at the time of the Deceased Member's death for the same category of membership as held by the Deceased Member, up to a maximum of the amount of Advance paid for the same category of membership as held by the Deceased Member.

(d) Save as otherwise expressly provided in this Rule 5.2.1 no payment or repayment shall be made to or in respect of the Deceased Member.

5.3 if a Member ("the Transferor") shall wish to transfer his or her membership by way of gift to a names individual ("the Transferee") the following provisions shall apply:-

5.3.1 If the Transferor shall give written notice of that said wish to the Membership Secretary then provided the conditions set out in rule 5.3.2 below are satisfied within three months of the date of such notice the Transferee shall replace the Transferor as Founder or Replacement member (as the case may be).

5.3.2 The conditions referred to above are:-

- (i) the Transferee is a member of the Transferor's immediate family
- (ii) the Transferee has completed an application form for membership
- (iii) the Membership Secretary has interviewed and approved the Transferee as a proper person to be a Member of the Club and the General Committee have elected the Transferee as a Member
- (iv) the Transferor has surrendered the Transferor's Membership Certificate to the Membership Secretary

5.3.3 Upon all the above conditions set out in rule 5.3.2 above being satisfied within the said period of three months:

- (i) the Transferor shall cease to be a member of the Club
- (ii) the membership Secretary shall issue a new Membership Certificate to the Transferee identify the Transferee as a Founder or Replacement Member (as the case may be) holding the same category of membership as the Transferor
- (iii) there shall be no right or entitlement to any repayment of Advance under Rule 5.1 in respect of the Transferor, but for the purposes of such rule the Transferee shall in the future be deemed to have become a Member on the date the Transferor became a Member

5.4 The phrase "immediate family" in Rules 5.2 and 5.3 above shall mean the relevant member's spouse, children, grandchildren, parents, brothers or sisters

5.5 On the death of a Member holding a 7 Day or 5 Day Joint Membership the rights attached to the Joint Membership shall be converted into a 7 Day Single or 5 Day Single Membership (as the case may be) in accordance with the following conditions:-

- (a) the surviving Member (the "Surviving Member") shall notify the Club Secretary of the death of the Deceased Member and shall surrender the Joint Membership Certificate to the Club together with such proof of death as the Membership Secretary may require;
- (b) the Surviving Member shall be repaid a sum equal to the Advance a Replacement Member would be required to pay in accordance with Rule 4 for a Single Membership in the same category at the date of the Deceased Member's death, up to a maximum of one half of the original Advance paid for the relevant Joint Membership. The Surviving Member shall retain an Advance equal to one half of the original Advance paid for the relevant Joint Membership;
- (c) the Club Secretary shall issue to the Surviving Member a new Membership Certificate identifying that Member as either a Founder or Replacement Member (as the case may be) holding the appropriate category of Single Membership;
- (d) with effect from the start of the next Membership year, the Surviving Member shall pay the appropriate 7 Day or 5 Day Single Membership subscription, as the case may be; and
- (e) save as otherwise expressly provided in Rule 5.5(b) no payment or repayment shall be made to or in respect of the Deceased Joint Member.

5.6 On the divorce, judicial separation or other separation of Members having a 7 Day or 5 Day Joint Membership and in the event that both Members wish to leave the Club the following provisions shall apply:-

5.6.1 the said Joint Members shall submit the appropriate proof and surrender their Joint Membership Certificate to the Membership Secretary and notify the Membership Secretary in writing of their wish to leave the Club.

5.6.2 the provisions of Rule 5.1 shall apply as if the said Joint Members had given notice as set out therein on the Notification Date and any sums payable under that Rule shall be divided equally between the said Joint Members and paid to them accordingly.

5.7 On the divorce, judicial separation or other separation of members having a 7 Day or 5 Day Joint Membership and in the event that both members wish to remain as Members the following provisions shall apply:-

5.7.1 the said Joint Members shall submit the appropriate proof and surrender their Joint membership Certificate to the membership Secretary and notify the Membership Secretary in writing of their wish to remain as Members of the Club.

5.7.2 the Membership Secretary shall then calculate and notify the said Joint Members of the sum ("the Joint Value") that would have been payable jointly to the Joint Members in accordance with Rule 5.1.2 had they given notice of intention to leave the Club on the Notification Date.

5.7.3 the Membership Secretary shall then notify the said Joint members of the amount of the Advance then payable for the relevant category of Single membership and of the additional advance each of the said Joint Members is required to make to the Club to obtain a new 7 Day or 5 Day Single Membership as the case may be on the basis that each such Member will be deemed to have already made a payment in respect of such membership of an amount equal to one half of the Joint Value ("the Additional Advance").

5.7.4 upon receipt of the Additional Advance from each of the said members the Membership Secretary shall issue to each of them a new membership Certificate identifying him or her as a new Founder or Replacement Member (as the case may be) holding the relevant category Single Membership.

5.7.5 with effect from the start of the membership year next following the Notification Date each of the Members shall pay the appropriate 7 Day or 5 Day single membership subscription, as the case may be.

5.8 On the divorce, judicial separation or other separation of Members having a 7 Day or 5 Day Membership and in the event that one of the Members ("the Leaving Member") wishes to leave the Club and the other ("the Remaining Member") wishes to remain the following provisions shall apply:-

5.8.1 the said Joint Members shall submit the appropriate proof and surrender their Joint Membership Certificate to the Membership Secretary and shall notify the Membership Secretary in writing of their respective wishes.

5.8.2 the Membership Secretary shall then calculate and notify the said Joint Members of the sum ("the Joint Value") that would have been payable jointly to the said Joint Members in accordance with in Rule 5.1.2 had they given notice of intention to leave the Club on the Notification Date.

5.8.3 the Membership Secretary shall then notify the remaining Member of the amount of the Advance then payable for the relevant category of Single Membership and of the additional advance that member is required to make to the Club to obtain a new 7 Day or 5 Day Single Members as the case my be on the basis that such Member will be deemed to have already made payment in respect of such membership of an amount equal to one half of the Joint Value ("the Remaining Member's Additional Advance").

5.8.4 upon receipt of the Remaining Member's additional Advance from the Remaining Member the Membership Secretary shall issue to the Remaining Member a new Membership Certificate identifying that Member as a new Founder or Replacement Member (as the case may be) holding the relevant category of Single Membership.

5.8.5 the Leaving Member will cease to be a Member of the Club upon the issue of the new Membership Certificate referred to in Rule 5.8.4 and shall be repaid a sum equal to one half of the Joint Value as soon as a Replacement member (or, if applicable in accordance with Rule 5.1.6, a Founder member) in such membership category as the Membership Secretary in his discretion shall decide has complied with the relevant provisions of Rule 4.

5.8.6 with effect from the start of the membership year next following the Notification Date the Remaining Member shall pay the appropriate 7 Day or 5 Day Single membership subscription, as the case may be.

5.8.7 save as expressly provided in Rule 5.8.5 no payment or repayment shall be made to or in respect of the leaving member.

5.9 For the purpose of Rules 5.5, 5.7 and 5.8

5.9.1 the phrase the "appropriate proof" shall mean:

- (i) in the case of divorce, a copy of the decree absolute
- (ii) in the case of judicial separation a copy of the order of judicial separation
- (iii) in the case of any other separation a letter signed by any one of the Joint Members stating that he or she wishes to terminate the Joint Membership

5.9.2 the phrase the "Notification Date" shall mean the date on which the Membership Secretary receives the notices referred to in those Rules.

5.10 When a Member wishes to change category the following provisions shall apply:

5.10.1 A Member shall be entitled to be considered to change category under Rule 5.10.2 only in accordance with the following provisions:-

(a) A Member who wishes to change Membership category ("Changing Member") shall give to the Club Secretary written notice of his or her desire to do so, together with details of the category into which the Member wishes to transfer.

(b) The Club Secretary shall maintain, for each Membership category (7 Day Single, 7 Day Joint, 5 Day Single and 5 Day Joint) a transfer list ("Transfer List"). Subject to Rule 5.10.1 (c), Changing Members shall be included in the relevant Transfer List in the order in which notice was received of their wish to change Membership category (for the avoidance of doubt, the most recent being placed at the bottom of the Transfer List and moving up the list as Changing Members higher on the Transfer List change Membership category from time to time).

(c) Any Member who, under the system employed by the original rules of the Club dated 12 August 1996, was on an outgoing list ("Outgoing List") for the purpose of a change of Membership category at the date of adoption of these Rules shall have his/her name removed from that Outgoing List and placed on the relevant Transfer List in the order in which the notice of his/her wish to leave the club for the purpose of a change of Membership category was originally received, and in preference to any Member making a new request under Rule 5.10.1(a).

(d) For the avoidance of doubt, notwithstanding Rules 5.10.1(a) and 5.10.1(b) but subject to Rule 5.10.1(c), any Member may be included in an Outgoing List and a Transfer List ("Lists") at the same time and

(i) if such Member changes Membership category that Member shall be removed from the Outgoing List in his/her original category and shall be required to reapply in accordance with Rule 5.1.1 should that Member wish to be added to the Outgoing List in his/her new Membership category; or

(ii) if such Member ceases to be a Member that Member shall be removed from both Lists by the Club.

(e) Changing Members shall retain full rights and obligations of the original category of Membership until they change Membership category in accordance with this Rule 5.10.1 and shall accordingly remain liable to pay subscriptions and other charges in accordance with Rule 6 until such time.

(f) The Changing Member will change Membership category on receipt of notification from the Club that the change has been approved under Rule 5.10.2. The notification shall include details of the subscriptions payable to the Club for the new category of Membership. The Changing Member's name shall then be removed from the relevant Transfer List.

5.10.2 The Club Secretary following consultation with the Membership Sub-Committee may at each annual renewal consider and approve applications to transfer Membership category in chronological sequence from each Transfer List (including, without limitation, joint to single Membership transfers) giving consideration to balancing the numbers of Members to be transferred between each category, the maximum Membership capacity in each category, and the financial and commercial constraints in operation at that time.

5.10.3 When a Member changes category, the following additional provisions shall apply:-

(a) Where the Membership changes from a 5 Day Membership or a Single Membership (as the case may be) (each an “Original Category”) to a 7 Day Membership or a Joint Membership respectively (each an “Upgraded Category”), if the amount of Advance required at the time of change for an Upgraded Category is greater than the amount of Advance paid by the relevant Member for the relevant Original Category then the Member shall pay to the Club a sum equal to the difference between such amounts. The amount of the relevant Member’s Advance will be increased accordingly for all future purposes.

(b) Where the Membership changes from a 7 Day Membership to a 5 Day Membership, if the amount of Advance required at the time of such change for a 5 Day Membership is lower than the amount of Advance paid by the relevant Member for the 7 Day Membership then the Club shall repay the Member a sum equal to the difference between such amounts, up to a maximum of 20% of the amount of Advance paid for the 7 Day Membership. The value of the relevant Member’s Advance will be reduced accordingly for all future purposes.

(c) Where the Membership changes from a Joint Membership to a Single Membership, the individual who will no longer be a Member shall be repaid a sum equal to the Advance a Replacement Member would be required to pay in accordance with Rule 4 for a Single Membership in the same category at the date of notification and not exceeding a value equal to one half of the original Advance paid for the relevant Joint Membership. The remaining Member shall retain an Advance equal to one half of the original Advance paid for the relevant Joint Membership.

5.11 If a Member is diagnosed as terminally ill (such Member being a “Terminally Ill Member”) the following provisions shall apply:

5.11.1 The Terminally Ill Member or his/her attorney may at any time provide to the General Committee written notice of the Terminally Ill Member’s illness (“Illness Notice”). The Illness Notice shall only be valid if it is submitted to the General Committee with:

(a) the Terminally Ill Member’s Membership Certificate (or other proof of Membership as the General Committee shall (at its sole discretion) require); and

(b) (if the notice is submitted by the Terminally Ill Member’s attorney) documentary evidence of the appointment of the Terminally Ill Member’s attorney, as the General Committee may at its sole discretion require.

5.11.2 If a Terminally Ill Member has submitted to the General Committee:

- (a) a valid Illness Notice; and
- (b) documentary evidence of the Terminally Ill Member's illness, as the General Committee may at its sole discretion require,

the Terminally Ill Member may, within three months of the submission of the valid Illness Notice, submit to the General Committee a written request to cease to be a Member ("Compassionate Exit Request").

5.11.3 If a Terminally Ill Member holds a Single Membership and submits a Compassionate Exit Request pursuant to Rule 5.11.2, the General Committee may then, at its sole discretion, pay to the Terminally Ill Member a sum equal to the Advance set by the Membership Sub-Committee at the time of the Terminally Ill Member's submission of the Compassionate Exit Request for the same category of membership held by the Terminally Ill Member, up to a maximum of the amount of Advance paid for the same category of membership held by the Terminally Ill Member ("Compassionate Single Payment"). Forthwith on the making of such Compassionate Single Payment the Terminally Ill Member shall cease to be a Member.

5.11.4 If a Terminally Ill Member holds a 7 Day or 5 Day Joint Membership and submits a Compassionate Exit Request pursuant to Rule 5.11.2:

- (a) the General Committee may then, at its sole discretion, pay to the Terminally Ill Member a sum equal to the Advance a Replacement Member would be required to pay in accordance with Rule 4 for a Single Membership in the same category at the date of submission of the Compassionate Exit Request and not exceeding a value equal to one half of the original Advance paid for the relevant Joint Membership ("Compassionate Joint Payment");
- (b) forthwith on the making of such Compassionate Joint Payment the Terminally Ill Member shall cease to be a Member;
- (c) the remaining Member ("Remaining Member") shall retain an Advance equal to one half of the original Advance paid for the relevant Joint Membership;
- (d) the rights attached to the relevant Joint Membership shall be converted into a 7 Day Single or 5 Day Single Membership (as the case may be) for the Remaining Member in accordance with the following conditions:
 - (i) the Remaining Member shall surrender the Joint Membership Certificate to the Club;
 - (ii) the Club Secretary shall issue to the Remaining Member a new Membership Certificate identifying that Member as either a Founder or Replacement Member (as the case may be) holding the appropriate category of Single Membership; and

(iii) with effect from the start of the next Membership year, the Remaining Member shall pay the appropriate 7 Day or 5 Day Single Membership subscription, as the case may be; and

(e) save as otherwise expressly provided in Rule 5.11.4(a) no payment or repayment shall be made to or in respect of the Terminally Ill Member.

5.11.5 For the avoidance of doubt, a Terminally Ill Member shall retain full rights and obligations of his/her original category of Membership until he/she ceases to be a Member in accordance with Rule 5.11.3 or Rule 5.11.4(a) and shall accordingly remain liable to pay subscriptions and other charges in accordance with Rule 6 until such time.

5.11.6 The General Committee may, at its sole discretion, deem a Member who has (in the sole opinion of the General Committee) an exceptional condition or illness to be a Terminally Ill Member for the purposes of Rules 5.11.1 to 5.11.5 (inclusive).

6. MEMBERSHIP SUBSCRIPTIONS GREEN FEES AND OTHER CHARGES

6.1 Subscriptions shall be payable by each Member to the Club. The General Committee on the recommendation of the Club Secretary shall fix on or before 28th February in each year the subscription, green fees and other playing charges payable in respect of membership of the Club for the next membership year commencing on the following 1st April. All subscriptions shall be payable prior to the commencement of the membership year to which they relate or, if a member so elects, by taking advantage of a quarterly or monthly payment scheme, payable in advance by direct debit or standing order.

6.2 Any Member whose subscription becomes overdue by more than 30 days may be expelled from membership by the General Committee. The expelled Member shall cease to be a Member of the Club and shall forfeit all rights and privileges of membership of the Club including any entitlement to the repayment of his Advance in accordance with Rule 5. The General Committee may entirely at its discretion re-instate a Member on satisfactory grounds being shown for failure of due payment and on payment in full of the arrears of subscription being made.

6.3 The Club reserves the right to charge VAT on any sums (including but not limited to Advances and Subscriptions) due from Members if required by law.

7. OFFICERS OF THE CLUB

7.1 The Officers of the Club in addition to the Club Secretary and the Membership Secretary shall be the Men's Captain and Vice-Captain and the Ladies Captain and Vice-Captain, the Handicap Secretary, the Competitions Secretary and the Seniors Captain.

7.2 The first Men's Captain and Vice-Captain and Ladies Captain and Vice-Captain and the Handicap Secretary and the Competitions Secretary and the Seniors Captain shall be appointed by the first General Committee as referred to in Rule 8 below and shall hold office until the first Annual General Meeting of the Club following their appointment.

7.3 The Men's Captain and Vice-Captain and the Ladies Captain and Vice-Captain and the Handicap Secretary and the Competitions Secretary and the Seniors Captain shall be proposed seconded and elected by a ballot at each Annual General Meeting of the Club and shall retire at the next following Annual General Meeting of the Club. The Men's Captain and Vice-Captain and the Ladies' Captain and Vice-Captain will not be eligible for re-election to the same post in the following years.

7.4 Any vacancy occurring by resignation or otherwise may be filled by appointment by the General Committee and the person so appointed shall hold office until the next Annual General Meeting.

8. THE GENERAL COMMITTEE

8.1 The first General Committee shall consist of the first nine Members (who shall hold office until the first Annual General meeting of the Club). The General Committee other than the first General Committee shall consist of a maximum of 15 persons including the Officers of the club for the time being appointed under Rule 7, together with such persons as the General Committee shall decide.

8.2 The General Committee's role shall be to liaise with the Club Secretary and to have such other powers as are set out specifically in these Rules including the power to appoint sub-committees as and when the General Committee deems appropriate and having such powers as the General Committee deems appropriate.

8.3 References in these Rules to the General Committee include references to the first General Committee.

9. THE POWERS OF THE COMMITTEE

9.1 The General Committee in addition to the powers specifically conferred on it by these Rules has the power to engage control and dismiss staff and all administrative powers necessary to carry out the objects of the Club properly including without prejudice to the generality of the foregoing the power to delegate all or part of the management of the Club to a third party upon terms approved by the Committee.

9.2 The General Committee shall have the power to instruct the Club Trustees to enter into a Charge or Charges over the Club's property either for the benefit of the Club or for a third party.

10. THE HANDICAP AND COMPETITIONS SUB-COMMITTEES

10.1 The Handicap and Competitions Sub-Committees shall respectively consist of such persons as the General Committee shall decide but in each case shall include the Men's Captain, the Ladies Captain, the Handicap Secretary, the Competitions Secretary and the Club Secretary.

10.2 The Sub-Committees' role shall be to act as the Handicap and Competitions Committee respectively and if for any reason either of them shall fail to exercise these functions the General Committee may exercise its powers under Rule 8.2.

10.3 The majority of the Members of the Sub-Committees shall at all times be elected Members

11. THE LICENSING COMMITTEE

11.1 The Licensing Committee shall comprise the Men's Captain, the Men's Vice-Captain, the Ladies Captain, the Ladies Vice-Captain, the Handicap Secretary and the Competitions Secretary.

11.2 The Licensing Committee shall have exclusive responsibility for the emptying of the Gaming machines for which purpose two members of the Licensing Committee shall be present when the machines are emptied by the Gaming Machine suppliers and shall both initial the takings record. Furthermore the Licensing Committee shall ensure that all monies retained due to the Club from the Gaming Machines are paid into a Bank or Building Society account in the name of the Club and all profits from the Gaming Machines shall be applied directly or indirectly for the benefit of the Members of the Club and for no other purpose.

11.3 The Licensing Committee shall have responsibility jointly with the Club Secretary for compliance with the terms of the Licenses granted to the Club under the Licensing Act 1964 and the Gaming Act 1968 (as amended) and any subsequent legislation relating thereto and shall have similar responsibility in relation to the renewal of such Licenses on the due date. In the event of a dispute as to the operation, implementations or use of the Licenses the decision of the holders for the time being of the Licenses shall prevail. Licenses shall be held in the joint names of the Club Secretary and one other member of the Licensing Committee unless the relevant Licensing Court or other Authority shall require to the contrary.

12 PROCEEDINGS OF COMMITTEES

12.1 No meeting of any committee (other than the first meeting of the first General Committee) shall be quorate without the attendance of the Club Secretary.

12.2 The role of the Chairman of any Committee shall be fulfilled until the first Annual General meeting of the Club by the Club Secretary and thereafter by the Men's Captain.

12.3 Unless otherwise provided in these Rules decisions of any Committee shall be made by a simple majority (which in the case of the General Committee only must include the Club Secretary) of those present and voting.

12.4 Save as set out herein only the first General Committee shall have power to enter into or to ratify contracts entered into for such purposes of the Club on behalf of all the Members of the Club on such terms and conditions as the General Committee shall think fit in all respects.

13. ANNUAL GENERAL MEETING

The Annual General Meeting of the Club shall be held annually at such time and place as the General Committee shall determine and not more than 15 months after the previous Annual General meeting. The date of the first Annual General meeting shall be fixed by the first General Committee not later than three months after their inaugural meeting.

13.1 the Club Secretary shall give at least 14 days notice in writing of the Annual General meeting specifying the business to be transacted at such Annual General meeting in accordance with Rule 14 below. All currently paid up Members shall be entitled to attend and vote at such Annual General Meeting.

13.2 the Chairman for the time being of the General Committee shall preside at each Annual General Meeting and in the event of equality of votes shall have a casting vote.

13.3 the quorum for the holding for the Annual General Meeting shall be at least 2 Members entitled to attend and vote.

13.4 the Annual General Meeting of the Club shall transact the following business:-

- (a) to elect the Officers of the Club (other than the Club Secretary and Membership Secretary who shall be appointed by the General Committee)
- (b) to receive the accounts and reports of the Committees and sub-committees on the activities of the Club during the previous year
- (c) to consider any proposed Rule amendments/additions of which at least 56 days notice has been given to the General Committee
- (d) to transact such other business as the General Committee shall have decided and shall have been specified in the notice convening the Annual General Meeting

13.5 Nominations for election of Members to any office shall be made in writing by a Proposer and Seconder not less than 14 days before the Annual General Meeting to the Club Secretary.

14. SPECIAL GENERAL MEETINGS

14.1 A Special General Meeting of the Club may be convened at any time either by the direction of the General Committee or by a written request to the Club Secretary summarising the nature of the business which it is proposed to bring before the meeting. no such written request shall have or be deemed to have been made unless it is signed by at least 50 paid up members or by at least one fifth of the paid up Members whichever is the less.

14.2 Within 14 days of being notified in accordance with the preceding sub paragraph the Club Secretary shall give at least 14 days but not more than 28 days notice of such a meeting and such notice shall summarise the business which is to be brought before the meeting.

14.3 Only the business specified in the notice convening the meeting shall be considered at a Special General Meeting and no resolution shall be deemed to have been carried unless supported by not less than two thirds of those members who are entitled to be present and who vote at such meetings so that the appointment of proxies shall not be allowed.

15. NOTICE OF MEETINGS

Notice of any Annual General Meeting and Special General Meeting shall be given to Members of the Club by the Club Secretary affixing to a notice board in the clubhouse. The notice shall contain details of the business to be transacted and the day, place and the hour of the meeting. The notice shall be displayed for a period of at least 14 days prior to the date of the meeting.

16. RULES

These rules may be altered, amended or added to by a two thirds majority resolution at the Annual General Meeting or a Special General Meeting provided:-

- (a) the General Committee have not less than 56 days previously been notified and approved of the proposed Rule changes
- (b) the proposed Rule changes have been posted on the Club notice board for a period of not less than 28 days prior to the meeting
- (c) the Rule change shall become binding on all Members when the resolution is passed at the Annual General Meeting or Special General meeting unless the resolution of the meeting shall specify to the contrary

17. PLAYING GUESTS

17.1 Subject to any rights created under Rule 29 a Member may introduce no more than three playing guests per weekday (excluding Bank and Public Holidays and Competition days) and one playing guest per day at weekends and on Bank and Public Holidays (competition days excluded) on payment by the Member of a sum per playing guest as published from time to time being discounted against the sum from time to time charged to playing guests not accompanied by a Member.

17.2 A Member may not introduce the same playing guest more than six times in the same membership year without the prior consent of the Club Secretary. The Club Secretary may limit the number of playing guests that may be introduced in any one membership year and by any one Member.

17.3 A Member shall at all times be responsible for an accompanying his or her playing guest unless otherwise permitted by the Club Secretary.

17.4 The playing guest's name and address and the name of the Member introducing him or her shall be entered in the visitor's book and payment of the appropriate fee will be made before the commencement of play.

17.5 The Club Secretary may from time to time impose a handicap limit on playing guests or a limit on the number of playing guests who may be introduced if he considers it to be in the best interests of the Club to do so.

17.6 Unaccompanied players and societies may be allowed access to the course and the clubhouse at the discretion of the Club Secretary.

18. SOCIAL GUESTS

18.1 A member may introduce social guests to the clubhouse and its facilities (but not to the course or to any of the golf facilities) and the social guests may purchase food and alcohol.

18.2 Social guests shall be accompanied at all times by the introducing Member and the name of each guest shall be entered into the visitors book before the social guest uses the clubhouse facilities.

19. COMPLAINTS

19.1 all complaints or allegations of breach of Club Rules by a Member shall be made in writing to the Club Secretary with a copy to the individual concerned and will be presented to the next meeting of the General Committee at which both the complainant and the individual against whom the complaint or allegation is made shall have the right to attend to present their respective cases and to answer questions from the General Committee. The conduct of the matter shall be in the hands of the General Committee who shall apply the rules of natural justice.

19.2 Should the General Committee so decide they may suspend or expel from the Club any member whose conduct in the opinion of the General Committee is harmful to the character or the interests of the Club or renders the member unfit to associate with other Members. A Member expelled shall forfeit all rights and privileges of membership of the Club and all rights which the Member may have against the Club arising out of membership. The Club shall be entitled to withhold repayment of the expelled member's Advance as provided in Rule 5 until a replacement member has been admitted and a Member excluded shall forfeit subscriptions paid for that year but a Member suspended shall forfeit only in relation to the period of the suspension.

19.3 Appeal against expulsion or suspension shall lead to a Special General Meeting of the Club.

20. HOURS OF OPENING AND FUNCTIONS

20.1 The Club Secretary, after consultation with the General Committee, may in his discretion close all or part of the Club Premises for any period or for whatever reason he considers necessary or desirable including but not limited to redecoration or refurbishment.

20.2 The Club Secretary, after consultation with the General Committee, shall be empowered to close the Club Premises for a total period of 7 days in any membership year for the holding of functions and promotions on giving Members reasonable notice of his intention so to do.

20.3 No Member shall be entitled to a refund of subscriptions or any other compensation in the event of a closure of the Club Premises or the Clubhouse.

21. TRUSTEES

21.1 The property of the Club both real and personal shall be vested in not more than four nor less than two trustees and such property shall be vested in them to be dealt with by them as the General Committee may from time to time direct by resolution.

21.2 The first trustees of the Club shall be Hugh Ward Dixon and Allan Hugh Tait.

21.3 The trustees shall have such other powers including power to acquire freehold or leasehold property to be held by them on the trust for the Club or to dispose of the Club's property to be held by them on trust for the Club or to dispose of the Club's property and to enter into all or any contracts on behalf of the Members of the Club as the General Committee may from time to time direct by resolution.

21.4 The trustees shall hold office until the death or resignation or removal from office by the General Committee. Where by reason of such death, resignation or removal it is necessary that a new trustee or trustees be appointed the General Committee shall nominate the person or persons to be appointed the new trustee or trustees. For the purpose of giving effect to such nomination the Club Secretary is now nominated as the person to appoint new trustees of the Club within the meaning of the Trustee Act 1925 and he shall by deed appoint the person or persons so nominated by the General Committee.

22. FINANCE

22.1 The income and property of the Club shall be applied only to the furtherance of the objectives of the Club and these Rules which shall include the power to make loans but nothing shall be paid by way of bonus, dividend or profit to any Members of the Club, save as set out in Rule 5 and Rule 30.

22.2 The Club Secretary shall have all such powers in relation to the finances of the Club as the General Committee shall decide.

23. BORROWING

23.1 The Club Secretary may borrow money in the name of the Club for the purposes of the Club from time to time with the authority of the General Committee and the Membership Secretary may borrow on behalf of the Club by way of taking the Advances referred to in Rules 4 and 5. When so borrowing the Club Secretary and the Membership Secretary respectively shall have power to raise in any way any sum or sums of money in any manner or on such terms and conditions as they think fit.

23.2 Neither the Club Secretary nor the Membership Secretary shall have power to pledge the personal liability of any Member of the Club for repayment of any sums so borrowed.

24. FINANCIAL LIABILITY

24.1 No Member shall by reason of membership of the Club be under any financial liability except for payment of the subscriptions and the Advance and any other sum due to the Club in respect of the services and goods provided by the Club.

24.2 The Trustees for the time being of the Club, the Officers of the Club and the members of the General Committee and the Sub-Committees of the Club shall at all times be kept indemnified out of the assets for the time being of the Club against all or any costs claims liabilities and expenses properly incurred by them in the course of their duties carried out on behalf of the Club.

25. LIABILITY

25.1 The Club shall not be responsible for any damage, injury, loss, costs or compensation arising directly or indirectly at or on the Club premises or in the course of any activities or function operated organised arranged or sponsored by the Club which is caused by any act or omission of any Member or guest introduced into the Club. Any such Member or guest shall indemnify the Club in any court proceedings against any liability for such damage, injury, loss, costs or compensation caused by any such Member or guest introduced by him or her to the Club.

25.2 Any Member guest or other person who in any way makes use of or accepts the use of the apparatus facility or service of the Club or who engages in any games exercise competition or other activity operated organised arranged or sponsored by the Club shall do so at his or her own risk and shall hold the Club harmless and indemnified from any and all losses costs compensation injury damage or other liability however sustained directly or indirectly resulting from any act or omission of any Officer or employee or agent of the Club.

25.3 The Club its Committees Officers employees and agents shall not be responsible or liable to any Member or his or her guests for any articles brought onto the Club premises. Any article left by any person on the premises without provision for its storage in a locker specifically designated for the purpose will be retained for one calendar month before being disposed of by the Club.

25.4 In all cases where the exclusion of any such liability is not permitted by law this Rule and all paragraphs set out therein shall continue to have full force and effect save this Rule shall be regarded as amended insofar as it fails to comply with the mandatory statutory requirement but only to the extent that it is necessary to comply with current statutory requirements including (without prejudice to the generality of the foregoing) the Unfair Contract Terms Act 1977 or any subsequent amendment or statutory re-enactment thereof.

26. LOCAL RULES

26.1 The General Committee is empowered to make repeal and amend any local rules as it may from time to time consider necessary concerning play on the course. These local rules repeals and amendments will be posted on the Club notice board and shall have effect until otherwise determined by the General Committee.

26.2 Every Member shall be bound by and submit to the Rules of Golf, these Rules and the Local Rules of the Club.

27. RULES OF GOLF DRESS AND ETIQUETTE

27.1 The Rules of Golf and the local rules shall apply to play.

27.2 The General Committee shall be entitled to lay down the Rules concerning standards of dress for male and female Members and guests of the Club and to ensure that Members and their guests observe the etiquette of golf.

28. REGISTER OF ADDRESSES

28.1 Every Member shall give to the Club Secretary his current address or that of his agent. This address will be entered in the register of Members and all notices sent by post to such address shall be deemed to have been delivered to the Members to whom they are addressed at the time the notice would have been delivered in the ordinary course of post.

29. MEMBERSHIP RIGHTS

29.1 Each Member or Corporate Member shall be issued with a membership certificate detailing the membership rights to which he, she or it is entitled.

30. DISSOLUTION

30.1 In the event of dissolution of the Club for any reason all Members shall immediately return their membership certificates to the Club at which time the Club Secretary on behalf of the Club shall pay each Member such sum as he or she may be entitled to receive under the provisions of Rule 5.

30.2 Any monies or property held under Rule 21.1 and other property of the Club Members shall be returned to the fully paid up Members of the Club at the date of dissolution in equal shares.