

# **Bonnybridge Golf Club**

## **1. TITLE – CONSTITUTION**

**1.1** The club shall be called **Bonnybridge Golf Club** and shall be a non-profit making body dedicated to the supply of sporting services.

## **2. MEMBERSHIP**

**2.1** The club shall consist of Ordinary, Lady, Retired, Temporary, Youth, and Junior, Juvenile, Country, Over 80 and Honorary members

**2.2** The numbers of members shall not exceed 285 Gents Ordinary members, 50 Lady Ordinary members, Youth Junior and Juvenile members - 70, Country members – 85, with retired member's numbers not exceeding 50% of the total membership.

**2.3** Ladies and Gentlemen (1) who are temporarily resident in the district or (2) who are taking part in an authorized competition or match over the club's course shall be eligible as Temporary Members.

**2.4** Honorary Membership of the club may be conferred by two-thirds of the members present and voting at the General Meeting, on the recommendation of the Committee and in recognition of renown as a golfer, or of service rendered to the Club or in promotion of the game of golf.

**2.5** Juvenile members are aged less than 16 years at the AGM, Junior members are defined as members who are aged between 16 and 18 years at the AGM, Retired members are full members who have been a member for at least 10 continuous years immediately prior to reaching the state pension age at 28<sup>th</sup> February.

## **3. MANAGEMENT**

**3.1** The Office- Bearers of the club shall be Captain, Vice-Captain, Secretary and Treasurer.

**3.2** The club business shall be conducted by a Committee consisting of the Office-Bearers and nine other adult members of the club.

**3.3** The Captain and Vice-Captain shall be elected annually at an AGM. The Secretary and Treasurer shall be elected annually at the AGM. The posts of Captain, Secretary, Treasurer and Match Secretary may be Honorary or otherwise as the Committee may determine. The remaining members of Committee shall be elected for a term of three years, one third to retire annually and be eligible for re-election.

**3.4** The Treasurer's books and accounts **shall be audited** by a firm of professional accountants to be appointed at the AGM.

**3.5** The committee shall meet once per month for the dispatch of all competent business. Seven shall form a quorum. Any member who is absent from three consecutive meetings without a reasonable explanation shall automatically vacate his office.

**3.6** The Committee shall have the power to co-opt adult members to fill any vacancies in their number during the year. Members so elected shall retain Office until the next AGM where they shall be eligible for re-election.

**3.7** The Committee shall have the management of the whole business and affairs of the Club with full power to invest in name of themselves and their successors, as Trustees for the Club, funds belonging to the Club not immediately required and that in such securities and in such manner as may, from time to time, be determined or varied by the Committee and the Committee may appoint sub-committees and Conveners from their members with or without powers. These sub-committees may request the assistance of adult members of the Club. The Office-Bearers of the Club shall be ex officio, members of all sub-committees.

**3.8** The Captain, or in their absence the Vice-Captain, or in the absence of both, a member chosen by the members present, shall be Chairman of all General and Committee Meetings of the Club. At any subcommittee the Convener shall take the chair, failing which the Committee shall elect a Chairman. The chairman shall have a casting as well as a deliberative vote.

**3.9** The Treasurer shall receive and disburse all monies due to and by the Club; collect the entry money and subscriptions of the Members and keep correct accounts and books showing the financial affairs and intromissions of the Club. They shall submit an account of their intromissions down to 31<sup>st</sup> October in each year, **duly audited** together with an abstract of the Clubs financial affairs at the AGM of the Club. A copy shall be sent to each member with the notice calling the meeting.

**3.10** The Treasurer shall lodge all monies in the bank in the name of the club; the treasurer shall make all payments due by the Club after such payments have been duly authorised by the Committee. All cheques, leases, hire purchases or any other contractual agreements taken out in the club's name shall be signed by the Treasurer along with the Captain, or the Secretary. They may retain in hand a sum not exceeding £400 for current expenses.

**3.11** The Secretary shall keep a record of all proceedings of the Club at their General and Special Meetings; call the Meetings of the Club and take charge of all the papers, books and other records, keep a record of the names and addresses of members and any other details worthy of mention.

**3.12** All Byelaws made by the Committee shall be binding on every member until rescinded by a General Meeting of the Club

**3.13** The General Committee shall have the power to spend up to £12,000 on any one item of extraordinary expenditure provided this expenditure does not require the raising of a levy.

**3.14** The Office-Bearers as Trustees for the Club, with the approval of an 80% majority of the member of the Club in general meeting shall have the power;

- to purchase, sell, mortgage, rent, lease or sub-lease lands of any tenure; (Except as provided for in paragraph 3.14)
- Hereof the office bearers, as trustees for the club, with the approval of a majority of the members of the club in general meeting shall have the power
- To borrow for the purpose of the Club and, if need be, to grant Bonds and Dispositions in Security for ex facie absolute Dispositions in Security to secure any sub borrowings; and
- To erect, lease, sub-lease pulls down, repair, alter, rebuild or otherwise deal with any building belonging to or leased by the club.
- The committee of Bonnybridge Golf Club may not accept or consider offers for the sale or exchange of the land belonging to Bonnybridge Golf Club for a period of Ten Years from this date forward (28/02/2018 – 28/02/2028)

**3.15** Where there is a shortfall in the required number of committee members at the Annual General Meeting, the Captain to ask for nominations from the body of the meeting.

## **4. MEETINGS OF THE CLUB**

**4.1** The Annual General meeting of the club shall be held on or before 28<sup>th</sup> day of February the date to be fixed by the Committee of which day seven days' notice shall be given to the Members; but a special General Meeting may be convened on like notice whenever the Committee consider it necessary or on a requisition signed by twenty adult members stating the object of the Meeting and also the exact motion to be placed before the Special General Meeting.

**4.2** Twenty-eight days' written notice must be given to the Secretary of any resolution or instruction to be proposed at any Special or General Meeting.

## **5. ADMISSION OF MEMBERS**

**5.1** Applications for membership of the Club, with name and address, must be approved by the majority at a Committee Meeting. The names and addresses of persons proposed as ordinary members of the Club shall be displayed in a conspicuous place in the Club Premises for at least a week before their election and an interval of not less than two weeks shall elapse between nomination and election of ordinary members. Applicants shall not be eligible for election as adult members until they attained the age of eighteen years

**5.2** On the admission of new members the Secretary shall intimate the same to them within a week and request payment to be made to the Treasurer of the amount of Entry Money and Annual Subscription.

**5.3** The Committee shall determine, subject to the applicants possessing the necessary qualifications (Section 8, Paragraph 3) the conditions and regulations upon which Temporary Members may be admitted.

## **6 ENTRY MONEY AND SUBSCRIPTIONS**

**6.1** The Annual subscriptions shall be fixed at the Annual General Meeting. The entrance fee shall be such sum as the Committee may fix, these are due on election to the club and if not paid within one month thereafter, the election shall be void.

**6.2** Subscriptions and locker rents payable by the Temporary Members shall be such sum as the Committee may determine.

**6.3** All subscriptions and locker rents shall be due and payable in advance immediately after the Annual General Meeting. Members in arrears after 31<sup>st</sup> March shall automatically forfeit their membership and shall not be re-admitted without the express and authority of the Committee and payment of an administration fee equivalent of 20% of the annual subscription.

**6.4** The Committee may allow visitors to use the course at such times and upon such conditions as they may determine.

## **7. REFRESHMENTS**

**7.1** No Office-Bearer or Member of Committee and no employee of the club shall have any personal interest in the sale of excisable liquors therein or the profits arising there from.

**7.2** Subject to the terms of Clause 7.3 of this rule only members as defined in clause 2.1 of the Constitution shall be entitled to purchase and be supplied with excisable liquor in the clubhouse unless on the invitation and in the company of a member, and after the visitor's name and address have been entered in the Visitors Book and the entry signed by the member, which entry shall show the date of each visit.

**7.3** No excisable liquor shall be sold or supplied:

- To any person under 18 years of age or
- For consumption outside the Clubhouse.

**7.4** The hours during which excisable liquor may be sold or supplied in the Club shall be such as may be fixed by the Committee, subject to the provisions of the Licensing (Scotland) Act.

## **8. RESTRICTIONS**

**8.1** Persons elected to membership shall not participate in any of the privileges of the Club until they have paid their entry money and subscriptions.

**8.2** No Temporary Members shall have the privileges of such members until their subscriptions have been paid.

**8.3** Temporary Members shall have no right or interest in the property of the Club. They shall have no voice in the management of the club's affairs and shall not play in the Club's competitions.

**8.4** Members may have their privileges limited or wholly suspended at such times and for such periods as the committee consider expedient.

**8.5** Except as hereinbefore provided, no person shall be allowed Honorary or Temporary Membership of the Club or be relieved of their payment of the regular entrance fee.

**8.6** Except as hereinbefore provided, the property, effects and monies of the Club belong to the members equally during their membership, but the right and interests of every Member shall be personal and limited to himself and shall expire with this membership and shall not be assignable or arrestable or pass to heirs or executors. 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 organization or organizations having objects similar to the objects of the club, such organization or organizations to be determined by the members of the club by resolution passed at a General Meeting at or before the time of the dissolution and insofar as effect cannot 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.

**8.7** No office bearer shall rent or lease land to the club.

**8.8** No Office Bearer shall be a relative, business partner or person acting under the direction of any person leasing or renting land to the Club.

**8.9** No Office Bearer shall be a relative, business partner or person acting under the direction of any person associated with the Club who receives emoluments based on the turnover of any aspect of Club activity.

**8.10** To ensure the Club complies with the “The VAT (Sports, Sports Competitions and Physical Education) Order 1999/1994” the committee and its officials must obtain a minimum of three quotations, when practical, prior to undertaking major items of purchase or sale.

## **9. RESIGNATIONS**

**9.1** Any member wishing to withdraw from the Club, shall notify the same in writing to the Secretary prior to the AGM, in default of which, he shall be liable for the subscription for the current year; the Club year being held to begin on 1st November and end on 31<sup>st</sup> October.

## **10. COMPLIANCE WITH CONSTITUTION AND BYELAWS.**

**10.1** Members paying their entrance fees and subscriptions thereby submit themselves to the Constitution and Byelaws and on these conditions alone are entitled to the advantages and privileges of the Club.

**10.2** If the conduct of any Member is such as appears to the Committee to endanger the character, interests or good of the Club, or if any member shall wilfully disobey any order of the Committee it shall be in the power of the Committee after calling upon the member for an explanation to suspend such member on a vote by ballot of two-thirds of its number

present and voting for such a period as the Committee may determine. The Club shall have power at any meeting (as defined in Section 4) to pass a resolution to remove the name of such member from the roll of members if, in the opinion of two-thirds of those voting, (which shall be by ballot) that Member by his conduct has forfeited there right to remain a member. At least seven days before calling such a meeting, the committee shall communicate with the offending Member to give him an opportunity of withdrawing from the club.

## **11. ALTERATIONS TO THE CONSTITUTION**

**11.1** The foregoing Constitution shall not be altered except by a resolution carried by two-thirds of the Members present and voting at the AGM or at a Special General Meeting convened for that purpose.

**11.2** Except when submitted by the Committee, notice of such resolution shall be given to the Secretary at least 28 days previous to the date of such meeting, and in any case, intimation thereof shall be given by the Secretary to the members at least seven days previous to such date.

## **12. BYELAWS**

**12.1** The Committee shall have power to make Byelaws which shall be binding on every Member. A copy of all the byelaws of the Club shall be permanently shown on the Notice Board of the Club.

**12.2** The Committee may alter and add Byelaws as circumstances require and such Byelaws so altered and any additional Byelaws shall, on the expiry of seven days after the same shall have been intimated upon the Notice Board in the Clubhouse becomes and remains binding upon the Members until rescinded by the Committee or until the first Meeting, Special or General of the Club held thereafter at which meeting such alteration or addition shall be submitted for the decision of the Club.

**12.3** The Club at any meeting may, by a resolution carried by a majority of the members present and voting, alter any of the byelaws.

## **13. BYELAWS**

**13.1** Members are themselves responsible for the insurance cover of any personal effects at the club.

**13.2** Sub-Committees shall incur no abnormal expenditure unauthorized by the General Committee. The following shall be permanent Sub-Committees:

- Match and Handicap Committee – with powers to regulate handicaps, order of play, matches and competitions;
- Greens Committee – to supervise greenkeeping staff duties and to carry through construction and alteration to the course.
- House Committee – General maintenance and order of the clubhouse.
- Social Committee – to organize all social activities of the club.

**13.3** The rules of the Royal and Ancient Golf Club of St Andrews shall be the rules of play except in so far as these rules may be modified by any local rules adopted by the Match and Handicap Committee.

**13.4** Competitions shall be arranged and controlled by the Match and Handicap Committee. All competitions and Club matches shall have priority on the course, and the first tee shall be closed 15 minutes before the start of any competition or match. The committee reserves the right to start team matches (Ladies and Gents) on the 5<sup>th</sup> tee as well as the 1<sup>st</sup> tee. Club match play ties shall not have priority on the course at any time and shall not be allowed on the course on any evening in which a team match (Ladies or Gents) is being played.

**13.5** Members may introduce visitors to the course on payment of the visitor's fee fixed by the General Committee. Members are responsible for entering the name(s) of visitor(s) in the book and placing visitor's fees in the visitor's **box before commencing play**. Failure to comply with this procedure will result in severe disciplinary action being taken against any member concerned. Visitors must be accompanied by a playing member unless prior permission has been granted by the General Committee.

**13.6** Junior and Juvenile members may not introduce an adult visitor.

**13.7** Junior and Juvenile members may be permitted to join the club to a total of 50. Such members must be under 18 years of age. Youth membership is from the age of 18-23. No denim jeans will be permitted during the playing of club competitions.

**13.8** Junior and Juvenile with the permission of the general committee can compete in an adult competition but must be partnered by an adult member and have a current playing handicap of 10 or under. Junior or Juvenile member must be a home player at Bonnybridge Golf Club and have supported the junior section prior to reaching a playing handicap of 10 or under and continue to support the junior section whilst playing in any adult competition. (Played a minimum of 2 junior medals a month)

Junior or juvenile members cannot enter the sweep or two's competition whilst playing in an adult competition.

A Junior or Juvenile member registered as an away player may also apply to play in the adult competitions, but this is not an automatic entitlement but will be at the discretion of the general committee.

**13.9** Juvenile members of the club may introduce up to three juvenile members as visitors at any one time.

**13.10** Juvenile members must be off the course by 6.30pm unless accompanied by an adult or another juvenile that has a handicap permitting them to play in adult competitions. Juveniles who have a handicap permitting them to play in adult competitions are not required to be off the course by 6.30pm.

**13.11** Juvenile members are not allowed to play the course at weekends unless they have a handicap permitting them to play in adult competitions.

**13.12** All requests or complaints must be lodged with the Secretary in writing. Verbal requests or complaints will not be entertained.

**13.13** No dogs allowed in clubhouse except assistance dogs. All dogs on course must be kept on a leash.

**13.14** The maximum number of players playing together at any one time shall be four.

**13.15** On Tuesday evenings on which a Ladies Competition is being played Junior and Juvenile members must be off the course by 4.30pm. Adult male members shall not start a game until after 8pm.

**13.16** Practice is not allowed in the area between the clubhouse and the practice fairway in either direction. Practice putting is not allowed on the 4<sup>th</sup> or 9<sup>th</sup> greens out with the normal playing of the course.

**13.17** All members and their visitors must comply with current Club dress rules at all times.

**13.18** The spouse/partner of all adult members can be registered as non-playing members, allowing them full use of all clubhouse facilities.

**13.19** Country members are covered by the following Club Byelaws;

- Country members restricted to a maximum of 85.
- Country members are allowed to play the course Monday – Friday but must be off the course by 5pm;
- Country members can retain a current handicap by playing midweek medals;
- Country members are not full members of the Golf Club and therefore have no voting rights.

**13.20** The committee may impose a Bar/Kitchen levy applicable to all members except juniors/juveniles. The amount of such a levy will be set at the Club Annual General Meeting at the same time as the fees are set.

**13.21** A current constitution to be displayed in Clubhouse within 28 days of an Annual General Meeting for all to see.

**13.22** Where a member wishes to retain their continuous membership the annual subscription of an individual Member may be suspended for up to one year due to a member's inability to play golf. Cost of suspension is currently £68 plus the cost of retaining locker and/or trolley store space. The member must write/email the Club with details of the circumstances. Reasons considered include, ill health, a close family member's ill health and temporary financial position. This list is not exhaustive, each application will be considered on its merit.