

THORNHILL GOLF CLUB  
CONSTITUTION AND RULES

I - NAME OF CLUB

1. The Club shall be called 'Thornhill Golf Club' and shall be a Non Profit Making Body, dedicated to the supply of sporting services.

II - MANAGEMENT

1. The management of the Club shall be vested in a Management Committee consisting of the Captain, the Vice Captain, The Immediate Past Captain, the Secretary, the Treasurer, the Greens Convener, a Bar and House Convener, and the Match Secretary. The quorum shall be four members chaired by the Captain or Vice Captain. In the event of a quorum not being present the meeting shall be fixed for one week later at the same time at which time no quorum shall be necessary to carry out the business. The Management Committee will be a total of eight officers.

2. Each Convenor may co-opt members to form a sub group using people who are prepared to contribute their skills to a particular task. Such groupings may be time limited. The operation of these groups will be to a specific brief set by the Management Committee and the members of the sub groups will be recorded and minuted for the information of Club members.

3. All office-Bearers shall retire annually but are eligible for re-election. This election shall take place at the Annual General Meeting when a vote will be taken. Any vacancies occurring in the Management Committee during the year may be filled by co-option by the Management Committee.

4. Nominations for the offices of Captain and Vice Captain must be signed by two other members of the Club and submitted in writing to the Secretary by 7 pm on the 26th of November of that year's Annual General Meeting. These shall then be displayed in the Clubhouse for at least three days prior to the meeting. All other nominations of Office-Bearers and members of the Management Committee shall be made by members of the Club present at the Annual General Meeting who have previously ascertained that their nominees are willing to stand for office.

5. The Management Committee shall have all powers necessary for the full and efficient conduct of the affairs of the Club including powers to borrow sums as may be fixed at any General meeting (Annual or Extra-ordinary) and also including the framing of necessary Bye-Law and local rules and all Orders given by the Management Committee. These will be exhibited in a prominent place in the Clubhouse and shall be binding on every member until set aside by a General meeting of the Club.

6. The Management Committee shall meet at least monthly. On a request by at least three members of the Management Committee, the Secretary shall call a meeting of the Management Committee within ten days of such request being made.

7. The Captain or in his/her absence the Vice-Captain shall preside at all meetings of the Club and Management Committee and failing those, the members present shall appoint a Chairperson. The Chairperson shall have a deliberate and, in the case of equality, a casting vote.

8. The Secretary to be responsible for ensuring the policies of the Management Committee are implemented in relation to all business and administrative aspects of the Golf Club i.e. Financial Management, Course Management, Man Management, the development of the Club.

9. The Management Committee shall be empowered to engage a paid employee to assist with all, or any of the above duties.

10. The Match Secretary shall be responsible for the organisation of all competitions, matches and maintaining all CONGU handicaps.

11. The Treasurer shall be responsible for all monies received and disbursed by the Club and shall ensure that correct accounts are kept showing the financial affairs and intermissions of the Club. He/she shall make up the Annual Statement of Accounts and arrange for these to be audited annually. He/she shall present to the Management Committee each month an account of their intermissions and the state of the funds of the Club.

12. The Convenor of the Bar & House Sub-Committee shall be responsible for a check of the Bar stock each month. Records should be made available for inspection at the monthly Management Committee meetings.

13. All leases, heritable property and other necessary deeds shall be in the name of the Captain, Secretary and Treasurer and their successors in office as Trustees of the Club and such obligations undertaken by them on the instructions of the Management Committee shall be binding on every member of the Club.

14. 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 debts and liabilities any property whatsoever the same shall be given or transferred to some other 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 the dissolution and insofar as effect can not be given to such provision then to some charitable object.

15. No office bearer shall rent or lease land to the Club.
16. 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.
17. No office bearer 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.
18. The position of Patron of the Club shall be one of an honorary nature and neither he/she or any relative or anyone acting under his/her direction shall participate in the Management of the affairs of the Club.

### III - MEETINGS OF THE CLUB

1. The financial year of the Club shall commence on 1st October, and the Annual General Meeting shall be held on the first Tuesday in the first full week of December.
2. Intimation of a General Meeting (Annual or Extra-Ordinary) shall be made in writing to members, giving at least ten days notice.
3. Extra-Ordinary General meetings may be called by the Management Committee or, on a requisition signed by at least twelve members addressed to the Secretary, and a notice shall be posted.
4. At all meetings of the Club, twenty persons shall form a quorum. In the event of a quorum not being present, the meeting will automatically be fixed for one week later at the same place and at the same time, at which meeting no quorum shall be necessary to carry out the business.
5. Any proposals by Members to amend the Constitution must be in the hands of the Secretary by 7 pm on 1st November prior to that year's Annual General Meeting. Items of business successfully raised during Any Other Competent Business are not necessarily binding on the Management Committee.

### IV - ADMISSION OF MEMBERS

1. Limits for the Ordinary Membership section, shall be fixed from time to time by the Management Committee.
2. The names and addresses of applicants for membership will be displayed in the Clubhouse.
3. All applications for membership shall be accompanied by a deposit of 20% of the Ordinary Members Annual Subscription.
4. In the event of the applicant not taking up his/her membership in terms of the following section, or asking for his/her name to be removed from the waiting list, he/she shall forfeit this sum unless the Council consider that there are special circumstances why this sum should not be so forfeited.
5. A waiting list of applicants for membership shall be kept by the Secretary and shall contain two categories, namely (a) Ordinary Members and (b) Juniors, and each category shall have a distinction between (a) those applicants resident within an 8 miles radius of the Clubhouse and (b) others. Applications for membership will be considered on a one for one basis in each category. The Council will have the discretion to admit an applicant to the membership of the Club after giving consideration to all applicants on the waiting list, taking due account of place of residence and duration of time on the waiting list.
6. On election of a new member, the Secretary shall at once give him/her notice thereof in writing and shall ask for a minimum of 50% of his/her entrance fee, and the balance of his/her Subscription, to be paid within 21 days after the posting of the notice. The remainder of the entrance fee is to be paid within 12 months of the notice date. In the event of the new member failing to pay 50% of his/her Entrance fee and/or balance of Subscription within this period, it will be held that he/she has declined the offer of membership, his/her name shall be removed from the list, and any sums paid in terms of the proceeding section shall be forfeited. In this event, an applicant may only re-apply for membership under penalty of one year's subscription in addition to the current year's subscription.
7. On receipt of a new member's subscription and 50% of the entrance fee, the Secretary shall arrange to furnish him/her with the Club's membership badge, a copy of the fixture list and a copy of the Constitution, Rules and Bye-laws of the Club.
8. Any member changing his/her address must notify the same in writing to the Secretary and failing such information all notices sent to the old address will be held as duly delivered.

### V - MEMBERSHIP

1. Three levels of Ordinary membership, all with full handicap facilities, will be available to Ladies and Gentlemen on payment of an annual subscription as determined at the Annual General Meeting or any subsequent Extraordinary General Meeting.
2. Ordinary Membership:

GOLD - Full membership paying the total annual subscription.

SILVER- 5 days Monday – Friday Membership paying 75% of the annual subscription (rounded up to the nearest pound). Silver Members will also have the opportunity to play at weekends on payment of the concessionary green fee.

BRONZE - Full membership at 50% of the annual subscription for those resident 30 or more miles (by A & B roads) from the Club. These members will also be permitted to introduce guests at 50% of the normal green fee.

3. Junior membership is open to anybody who is fifteen to seventeen inclusive years old on 31<sup>st</sup> January on payment of an annual subscription as determined at the A.G.M. Any junior member becoming eighteen may the following year become a student member or an ordinary member without paying an entrance fee as long as they have been a junior member for the previous three years.

4. Juvenile membership is open to anybody who is aged eleven to fourteen inclusive years old on 31<sup>st</sup> January on payment of an annual subscription as determined at the A.G.M.

5. Junior-Junior membership is open to anybody who is aged ten years or younger on the 31<sup>st</sup> January on payment of an annual subscription as determined at the A.G.M. Junior-Junior members can only use the facilities of the Club when accompanied by an adult, by law an adult is someone over 16 years of age.

6. Student membership is open to anybody attending a course of full-time education who has not reached the age of twenty-five on the 31<sup>st</sup> of January on payment of an annual subscription as determined at the A.G.M. Mature students over that age will be considered on an individual basis by the Management Committee. Student Members on finishing their full-time course may become Ordinary Members without paying an entrance fee as long as they have been, either a Junior or Student Member for the previous three years.

7. All Junior, Juvenile, Junior-Junior and Student Members shall have no right or interest in the property of the Club and shall not be allowed to vote at any meetings. They shall not be entitled to introduce any guests. Juniors (boys whose handicap is twelve or less) and Students may apply in writing to the Match Secretary to play in Club Competitions. If granted this will only apply for that particular season. Girls with a CONGU handicap shall be permitted in all LGU Medal competitions.

8. Honorary Members. The Management Committee may admit members of the Club who are of long standing or who have been of outstanding service to the Club as Honorary Members. Such membership shall entitle those upon whom it is conferred to have the same rights as if they were Ordinary Members, but without payment of any subscription.

9. Temporary Playing Members shall be able to use all the Club facilities on payment of the appropriate fees. Temporary Playing Members will be either a) a Visitor who has/has not previously booked, b) a Visitor who is a member of a previously booked party, c) a Members' guest, d) Competitors participating in competitions being staged at the Club or e) anybody admitted at the discretion of the Management Committee.

10. Ordinary Members may introduce twelve Temporary Members in any period of twelve months, commencing the first of February in each year, provided that the Ordinary Member accompanying them accompanies them on the Golf course. Payment of the green fees shall be at the concessionary rate as determined at the A.G.M. Use of member's concessions requires that their personal copy of the fixture list is annotated accordingly at the time of introduction of the guest.

11. Any Ordinary Member may introduce and accompany up to four guests into the Clubhouse at any one time, provided the Guests sign the Visitors Book fully. Guests signed in, in this way, may use the social facilities only, and under no circumstances use any of the Club's playing facilities. If any Ordinary Member wishes to introduce more than four guests at any one time, they must obtain the consent of a Management Committee member before entering the Clubhouse. Any Ordinary Member who introduces a Guest to either the social or the playing facilities shall be responsible for the behaviour of their guests.

12. Full time employees of the Club shall have no right or interest in the property of the Club and shall not be allowed to vote at any meetings. Subject to the foregoing, they shall have the same privileges as Ordinary Members.

13. Social Members may be admitted to the Club on application to the Management Committee. Social Membership will be restricted to Past Members and Residents within an eight-mile radius of the Clubhouse. Social Members will be charged an entrance fee, except past full members, and an annual subscription, as set at the AGM. Social Members who wish to become playing members will be required to pay an entry fee

as set out at the AGM subject to the terms of V-16 below. The number of Social Members permitted will be at the Management Committee's discretion. Social Members will not carry any voting rights or be allowed any access to any meetings of the Club. Social Members may only invite up to four guests on a social non-playing basis to the Club. Any Social Member who introduces a Guest to the social facilities shall be responsible for the behaviour of their guests.

14. Resignations. Any member, of any category, wishing to resign their membership of the Club shall give notice to that effect, in writing, to the Secretary on or before the 31<sup>st</sup> January, otherwise they shall be liable for their subscription for the coming year. Anyone who can prove they have previously been a member can rejoin without payment of the joining fee.

#### VI – SUBSCRIPTIONS

1. All Annual Subscriptions, Entry Fees and Greens Fees shall be as fixed at the Annual General Meeting by a simple majority of those eligible to vote.
2. Subscriptions shall be payable in advance by the 14<sup>th</sup> February each year. Payment on or before this date will entitle ordinary members to club vouchers to the value of £20 (GOLD & SILVER only). If payment has not been received by 31<sup>st</sup> March and the defaulter has failed to notify the Club in writing of his/her resignation the defaulter will have ceased to be a member and will have to re-apply for membership.
3. Members may pay their subscription by monthly standing order. The Club must receive the total monies due by 14<sup>th</sup> February of the membership year in order to receive the appropriate valued club vouchers.
4. The Management Committee, at its discretion, will permit and facilitate membership fee payment by use of credit agencies (effectively payment in arrears) provided the member confirms in writing that they are using such facilities before the 14<sup>th</sup> February of each year. The Member is deemed responsible for his/her reduced subscription for the full season.
5. Temporary Members' fees are to be passed by the Annual General Meeting, but Management Committee will implement a variable pricing policy.

#### VII – BAR

1. The bar shall be open for the sale of excisable liquor during those hours permitted by the Licensing (Scotland) Acts, 1959, and 1962, and any subsequent Acts which may affect the same and at no other time unless a Certificate for the extension for these hours has been granted by the appropriate authority and is exhibited behind the bar.

A notice of the permitted hours shall be exhibited beside the bar at all times.

2. No excisable liquor shall be sold or supplied to anyone other than Members and their guests and no excisable liquor shall be sold or supplied in the Clubhouse for consumption outside the premises of the club.
3. No excisable liquor shall be sold or supplied to any person, whether a member or otherwise, who is under 18 years of age.
4. No Member of the Management Committee, and no manager or servant employed by the Club, shall have any personal interest in the sale of excisable liquor therein or in the profit arising from such sale.

#### VIII - RULES

1. A Member on payment of an entrance fee or subscription thereby submits his or herself to the Rules and Bye-Laws of the Club and on these conditions alone is entitled to the privileges and advantages of the Club.

2. No clause of the Constitution of the Club shall be repealed or altered and no new clause of the Constitution shall be made without the approval of two-thirds of those present and voting at a General Meeting (Annual or Extra-ordinary) called in terms of Clause III (2) or (3).

3. The Management Committee is to have the approval of two-thirds of those present in order to suspend any member from exercising his or her privileges as a member of the Club. The Management Committee, being satisfied that such member has acted in defiance of any of the Rules of the Club or Regulations of the Management Committee or otherwise made himself obnoxious, or acted in an offensive or threatening manner which may bring the Club into disrepute, and, in the event of two-thirds of the Members present at the First Annual or Special General Meeting thereafter, confirming the Management Committee's decision, the Club Member shall forthwith be expelled from the Club. The Club shall not be liable for any repayment of subscription of such Member, nor for any claim at his or her instance in respect of such expulsion; and any member so expelled shall thereupon forfeit all rights and interest he may have had as a member of the Club.

4. A copy of the Constitution, Bye-Laws and local rules and a list of the Management Committee shall be exhibited in the Clubhouse. An alphabetical list of Members of their addresses shall be available from the Management Committee, or their delegates, who will release, at their discretion, such information within the constraints of the Data Protection Act or other applicable legislation.

5. No notice or document of any kind shall be placed on notice-boards or on walls of the Clubhouse without the authority of the Management Committee acting through the Secretary.

6. Each ordinary Member shall be responsible for his 'pro indiviso' share of any debt contracted by the Club and the Club shall have power to sue any Member or Members failing to pay their share or shares of any debt so contracted.
7. An Extract/Summary of the Management Committee Meeting Minutes to be displayed on the Club Notice Board within 14 days of approval at the following month's Management Committee meeting.
8. It is the responsibility of Members to ensure that their guests are signed in when using the Clubhouse facilities.
9. Any accident sustained on the course, in the Clubhouse or as a result of the striking of a golf ball, must be reported immediately to the Steward or bar staff on duty and the appropriate entry made in the Accident Report Book.
10. Other specific rules, passed by the Management Committee, will be published on the Club Notice Board and it will be the responsibility of all Members to ensure they are conversant with such rules.

#### IX - COMPETITION & LOCAL RULES

1. The rules of the game of golf shall be those approved from time to time by the Royal and Ancient Golf Club of St. Andrews, so far as applicable to and adapted by this Club General Meeting and a printed copy of said Rules shall be placed in the Clubhouse.
2. In all Competitions other than match play, players' names must be entered in the computer or other appropriate method BEFORE commencing play. Failure to comply with this rule will result in disqualification. No Open or Club Competition shall start before 8.00 a.m., without prior Council approval.
3. In the event of a tied score the better inward half and thereafter by the score over the final 6 holes and thereafter by the score over the final 3 holes and thereafter by the scores at the sequence of holes counting backwards from the last hole shall decide.
4. In the event of a tie for a stroke play, stableford or bogey Club Trophy, the result shall be decided by card count back as described above.
5. In the event of a tie for a match play Club Trophy, the players will play sudden death, starting at the 1st hole.
6. Junior Girls must have a handicap of 30 or less and Junior Boys must have a handicap of 12 or less to play in Open Mixed Competitions at Thornhill.
7. Golf carts will not be permitted in any Club or Open Competitions, except Senior Open Competitions, unless the player advises the Match Secretary at least two days before the event by producing an appropriate medical certificate. Visiting players, using their own golf carts will also have to produce a valid third party insurance certificate. (Fellow competitors cannot be transported on the cart)

8<sup>th</sup> December 2010