

## **THORNTON GOLF CLUB**

### **CONSTITUTION - 25 OCTOBER 2016**

**1.NAME** The name of the Club is “THE THORNTON GOLF CLUB”

**2.TYPES OF MEMBERS** The Club will consist of Life, Honorary, Ordinary, Concessionary Senior, Concessionary Veteran, Beneficial, Associate, Country, Corporate, 5-Day, Social, Get Into Golf and Temporary Members and must have at least 25 Members to be properly constituted.

### **3.OFFICE BEARERS**

3.1.The Office Bearers of the Club are the Honorary President, Honorary Vice-President, Captain, Vice-Captain, Secretary, Treasurer, Match Secretary, Greens Convenor and Social Convenor, Promotional and Development Convenor along with the Junior Convenor and three other General Committee members.

3.2.The Office Bearers will be elected at the Annual General Meeting of the Club. An uncontested nomination for a vacant Office Bearer post will only be confirmed on receipt of a vote from more than 50% of those attending the meeting, failing which the nomination will be rejected. A contested nomination for a vacant Office Bearer post will be resolved by the nominee receiving the majority vote from the meeting being elected.

3.3.The Captain and Vice-Captain, who will normally be nominated from the standing Executive Committee, once elected will hold their respective offices for two years. The Vice-Captain will succeed the Captain on his/her retirement.

3.4.The Honorary President and Honorary Vice-President, who will normally be nominated by the standing Executive Committee, once elected will serve for life, or until they intimate their own unwillingness to continue in office.

3.5.The Secretary and Treasurer will serve for one year and will be eligible for re-election.

3.6.The Match Secretary, Greens Convenor, Social Convenor, Promotional and Development Convenor, Junior Convenor and General Committee members will serve for three years and will be eligible for re-election. The election of these Office Bearers will be rotated so that, as far as practicable, an equal number will stand for election each year. Following a resignation within the three year term a substitute Office Bearer will serve the remainder of the term and will be eligible for re-election.

3.7 Any of the Office Bearers may be removed from office by way of a resolution approved by the membership at a General Meeting.

3.8 The Captain, Secretary and Treasurer will be Ex- officio Trustees and will act in all legal matters on behalf of the Club.

3.9 A member standing for election as an Office Bearer must be proposed and seconded by two members (excluding Associate, Country, Corporate, 5-Day, Social, Temporary or Suspended) at least seven days prior to the date of the Annual General Meeting. A form for the nomination of members seeking election will be displayed on the Club notice board for at least twenty eight days prior to the Annual General Meeting. The nominee, proposer and seconder must all sign the form. Nominations will not be accepted at the Annual General Meeting. A prospective Office Bearer who has signed to indicate his acceptance of the nomination need not be present at the Annual General Meeting.

### **4.MANAGEMENT**

4.1. The business and affairs of the Club will be under the management of an **EXECUTIVE COMMITTEE** that will consist of the Captain, Vice-Captain, Secretary, Treasurer, Match Secretary, Greens Convenor, Social Convenor, Promotional and Development Convenor, Junior Convenor and three General Committee members.

The immediate past Captain will continue to serve on the Executive Committee for a period of one year.

The Executive Committee will manage all affairs of the club, including the election of New Members of all categories, and will have the power to make regulations as occasion may arise. These will be binding on every member until set aside at a General Meeting. The Captain will be Chairperson of all meetings of the Executive Committee and in his/her absence the Vice-Captain, whom failing, any Office Bearer appointed by the meeting. The Chairperson has a casting as well as deliberative vote. Five members will form a **QUORUM**.

4.2. The Executive Committee will have power to **BORROW** money on bank overdraft or otherwise, and that with or without security over all and any part of the real or heritable and personal or moveable assets of the Club. The borrowing power shall not exceed the sum of £75,000 unless approved by the majority of the members at a General Meeting.

4.3. The Executive Committee is charged with ensuring the operation and accountability of three **SUB-COMMITTEES** – a) Match b) Greens and c) Social under the chairmanship of the respective Convenors. Each of the three Sub-Committees will have at least two but a maximum of three Committee members appointed by the Executive Committee. The Captain and Vice-Captain will be ex-officio members of each Sub-Committee.

## **5. MEETINGS**

5.1. The **ANNUAL GENERAL MEETING** will be held as soon as practicable after October 1.

At this meeting the Office Bearers will be elected, the Club's Financial Statement submitted and any other business transacted (provided that due notice will have been given to the Secretary at least twenty eight days before the date of the meeting.) At his/her discretion the Chairperson may consider items of a minor nature. Twenty five members will form a **QUORUM** at all General Meetings.

Intimation of General Meetings will be given by a notice exhibited in the Clubhouse. All relevant Agenda, Reports and other papers will be made available by email at least seven days prior to the Meeting. In addition such Agenda, Reports and other papers will be made available in the clubhouse at least seven days prior to the Meeting.

At all General Meetings, the Captain, whom failing, the Vice-Captain, whom failing, any member appointed by the Meeting, will preside as Chairperson and will have a casting as well as deliberative vote.

The election of Executive Committee Members will be by secret ballot if necessary. Members present and voting for Executive Committee Members may vote for any number of nominees up to the number of vacancies to be filled.

5.2. A **SPECIAL GENERAL MEETING** of the Club may be convened at any time by instruction of the Executive Committee or upon a requisition signed by twenty five members (excluding Associate, Country, Corporate, Social, Temporary or Suspended) stating the business to be transacted.

5.3. In the event of a **DIVISION TAKING PLACE AT A MEETING** the vote will be taken by show of hands or a secret ballot, at the discretion of the Chairperson. The declaration of the result by the Chairperson will be final.

## 6.MEMBERS

6.1.**ORDINARY MEMBERSHIP** is freely available to Males and Females of 19 years of age or over on January 1, subject to the numerical limits outlined in Clause 6.13 below.

Upon the receipt of an application for Ordinary Membership the Secretary will display on the Club notice board the name and address of the person who has applied as an Ordinary Member. The names and addresses of all persons who have applied as Ordinary Members will be displayed in the clubhouse for at least fourteen days before their election. There will be an interval of at least twenty one days between applications being received by the Secretary and their election by the Executive Committee. On the election of a new member, the Secretary will immediately notify the new member, and send him a copy of the Constitution.

No new member will be entitled to the privileges of Ordinary Membership until he/she has paid the full Entry Fee and Annual Subscription, or the percentage of same agreed by the Executive Committee or joined the **MONTHLY SUBSCRIPTION SCHEME**. Any new member failing to pay the full Entry Fee and Subscription within four months of his/her election or who has not fulfilled the terms of the **MONTHLY SUBSCRIPTION SCHEME** will have his/her name removed from the List of Members and will cease to be a Member of the Club.

6.1.1.The Female Ordinary membership may form a **LADIES GOLF SECTION** to manage and administer their affairs and competitions. A Special Business Meeting of the **LADIES GOLF SECTION** may be called at any time by instruction of the Executive Committee. Intimation of such a meeting will be given by notice exhibited in the clubhouse and by written notice posted at least seven days prior to the meeting. The Secretary will state the business to be transacted.

6.2.**ASSOCIATE MEMBERSHIP** is available to *juniors* of 12 years of age and under on January 1 and to *juveniles* of 16 years of age or under on January 1 and to *youths* of age 18 or under on January 1.

An Associate Member has no rights in the Club other than those listed in Rule 6.2.1.

6.2.1.The Associate Members (Juniors, Juveniles and Youths) may form **GOLF SECTIONS**. They have the privilege of playing the course under such restrictions as the Executive Committee may determine from time to time.

The Golf Sections may appoint Office Bearers and a Committee for the management of the Sections and to enact rules as considered necessary. Such rules will require the approval of the Executive Committee.

The Secretary, Treasurer and two Office Bearers of Thornton Golf Club will be ex-officio members of all Section Committees.

The Entry Fee and Subscriptions and other fees will be collected by the Treasurer of Thornton Golf Club and will form part of the funds of the Club.

6.2.2.**JUNIOR** Members are 12 years of age or under on January 1, **JUVENILE** Members are 16 years of age or under on January 1 and **YOUTH** Members are 18 years of age or under on January 1. None have any **VOTING POWERS**. The rights, privileges and obligations of Junior, Juvenile and Youth Members on the course and in the clubhouse will be laid down in rules drawn up by the Executive Committee and displayed in the Clubhouse.

6.3 **CONCESSIONARY SENIOR MEMBERSHIP** is available to any person who is 65 years of age, or older, on January 1.

6.4 **CONCESSIONARY VETERAN MEMBERSHIP** is available to any person who is 70 years of age, or older, on January 1 and who has completed an unbroken 40 years as an Ordinary or Concessionary Senior Member of Thornton Golf Club.

6.5. **COUNTRY MEMBERSHIP** is available to persons residing outwith the County of Fife. A Country Member has no rights in the Club other than those of a Temporary Member.

6.6. **BENEFICIAL MEMBERSHIP (NON PAYING)** may be granted to any person who is 70 years of age, or older, on January 1 and who has completed an unbroken 40 years as an Ordinary Member of Thornton Golf Club prior to 1 January 2014.

6.7. **HONORARY MEMBERSHIP** may be granted to any person who is deemed to have contributed outstanding service to the Club or to the game of golf over a prolonged period. Normally, a nomination for Honorary Membership will be first considered by the Executive Committee and submitted to the Annual General Meeting as a special motion.

6.8. **LIFE MEMBERSHIP** may be granted by a decision of the Executive Committee to any member subject to the payment of a Life Membership Fee that has been approved by the Members at a General Meeting. Life members will have no voting rights on resolutions to fix Entry Fees, Subscriptions or Levies. The maximum number of Life Members will be 40.

6.9. **CORPORATE MEMBERSHIP** may be granted by a decision of the Executive Committee subject to the payment of an agreed annual fee and the Corporate Member's acceptance of all special conditions set by the Executive Committee.

6.10. **TEMPORARY MEMBERSHIP** The Executive Committee will have power to grant temporary membership. The persons eligible for this membership will be :

6.10.1. Members of Golf Clubs or other persons who may be invited by the Executive Committee to any Club Match, Competition or Function to be held at the Club.

6.10.2. Visitors to the course who have paid the current Green Fee. In his letter to a visiting Golf Club or bona fide organisation the Secretary may request the Club or organisation to provide a letter with a list of the names of the visiting members. It will be at the discretion of the Executive Committee to exclude visitors from the course at any time.

6.10.3. Greenkeeping Staff employed by Thornton Golf Club.

6.10.4. Temporary members are exempted from payment of an entrance fee. They are granted the courtesy of the Club, subject to the rules, but will have no voice nor vote in the management of its affairs, nor, with the exception of those qualifying under 6.9.3 above, take part in the Club's competitions. Temporary members do not have any right to introduce visitors to the Clubhouse. Temporary membership may be withdrawn at any time by any Office Bearer of the Club acting on behalf of the Executive Committee.

6.11. **ABSENT MEMBERS** Members of the Club who have been members (Ordinary, Youth or Juvenile) for at least two years may apply for Absent Membership if they either take up residence at least fifty miles away from Thornton or are in full time education. They will be allowed to rejoin the Club on payment of the annual subscription applicable at the time of rejoining. An annual administration fee will be levied on Absent Members.

6.12. **SENIORS SECTION** The seniors section will consist of members aged 55 or over on January 1 and they will annually elect a committee to run the affairs of the Seniors provided such affairs do not overlap those of the Club.

6.13      **SOCIAL MEMBERSHIP** is available to individuals and families entitling them to access to clubhouse facilities and the putting green. A Social member will be entitled to a 25% discount on visitor green fees but will have no voting rights in the Club's affairs.

6.14      **5-DAY MEMBERSHIP** is available to individuals who will be entitled to play the course on Monday to Friday inclusive and to use the clubhouse facilities on a seven day basis. A 5-Day member will not be entitled to play in any Club competition or medal and cannot nominate the

Club as their home course for national handicap purposes. A 5-Day member will have no voice or voting rights in the Club's affairs and cannot become an Office Bearer or member of the Club's Executive Committee.

6.15 **GET INTO GOLF MEMBERSHIP** is available to individuals who have not been a member of a SGU registered golf club in the preceding five years and who commit to undergo the coaching equivalent to the Clubgolf Programme. Membership under this category will last no more than twelve calendar months with such period deemed to commence when the individual has completed the Clubgolf coaching programme. A Get Into Golf member will not be entitled to play in any Club competition or medal and cannot nominate the Club as their home course for national handicap purposes. A Get Into Golf member will have no voice or voting rights in the Club's affairs and cannot become an Office Bearer or member of the Club's Executive Committee.

6.16 The total number of members in the categories of Ordinary and Concessionary Senior membership will be limited to a maximum of 650, excluding Life, Honorary, Beneficial, Associate, Country, Corporate, 5-Day, Social, Temporary, Get Into Golf and Absent members.

## **7.SUBSCRIPTIONS**

7.1.The **ENTRY FEE** payable on election to Ordinary Membership will be reviewed and determined annually by the Executive Committee. The determination of the Entry Fee will be established after due consideration of the completeness of the membership list and all relevant market conditions. The Executive Committee will publish the Entry Fee by no later than 31 March in any calendar year.

7.2.The **ANNUAL SUBSCRIPTIONS** will be the amounts fixed annually at a General Meeting of the Club. The Annual Subscription is payable in advance and is due on January 1. Where a member has elected to join the **MONTHLY SUBSCRIPTION SCHEME**, he/she is required to pay their annual subscription by twelve monthly instalments. The first monthly instalment is due on October 15. A member can elect to transfer to the Monthly Subscription Scheme for the following year of membership provided the election is made prior to September 30.

7.2.1.From 1 October 2009, all new members will automatically be enrolled in the Monthly Subscription Scheme and will complete a contract with the Club that commits them to a minimum of twelve months membership. New members will be required to make an initial payment, in advance, of three months subscription instalments and any entry and affiliation fees. Thereafter payments will be required on the 15<sup>th</sup> of each calendar month after the date of entry at the appropriate monthly instalment rate.

7.2.2.Where a member is not enrolled in the Monthly Subscription Scheme, and fails to pay the annual subscription in full by January 31, the member will be liable for a further 10% of the total sum due. If such a sum has not been paid by February 28 then the membership will be terminated.

7.2.3.Where a member is enrolled in the Monthly Subscription Scheme and cancels without notice, or fails to make a monthly payment, then membership will be terminated with immediate effect.

7.2.4.Any person whose membership is terminated because of non payment will be advised in writing by the Secretary.

## **7.3.CONCESSIONARY SENIOR MEMBERS**

7.3.1.Concessionary Senior Members will pay a discounted subscription, as determined annually by the Executive Committee. The current discount is 18% of the Ordinary Member Annual Subscription.

## **7.4.CONCESSIONARY VETERAN MEMBERS**

7.4.1. Any member who has qualified under the terms of Rule 6.4 as a Concessionary Veteran Member will pay a discounted subscription, amounting to 50% of the Concessionary Senior Member subscription, as determined annually by the Executive Committee under Rule 7.3.1 above.

## **7.5. ASSOCIATE MEMBERS**

7.5.1. The Annual Subscription payable by an Associate Member will be determined from time to time by the Executive Committee. The current Annual Subscriptions are as follows :-

Youth £88      Juvenile £33      Junior Free

## **7.6 ORDINARY MEMBERS AGED 19 TO 29**

7.6.1 On being elected to Ordinary Membership an Ordinary Member of 19 to 29 years of age on January 1 will be required to pay an appropriate entry fee.

7.6.1.1 If he/she had been elected to Youth Membership then he/she will not be required to pay an entry fee.

7.5.1.2. A Youth Member will be entitled to apply for election as an Ordinary Member immediately on reaching nineteen years of age. The Ordinary Member's annual subscription and any entry fee will become due at the beginning of the next subscription year. The application must be made in writing to the Secretary and nomination for election as an Ordinary Member will be subject to approval of the Executive Committee.

7.6.1.6 The Annual Subscription payable by an Ordinary Member aged 19 to 29 will be a fixed percentage of the Ordinary Member's subscription, depending on the age of the Ordinary Member.

This percentage will be as follows:-

Age	% Ordinary Member Subscription
Under 20	35.0%
Under 22	50.0%
Under 24	60.0%
Under 26	70.0%
Under 28	80.0%
Under 30	90.0%

7.7 **5-DAY MEMBERS** – The Annual Subscription payable by a 5-Day Member will be the equivalent of the Annual Subscription of a Concessionary Senior Member.

7.8 **COUNTRY MEMBERS** - The Annual Subscription payable by a Country Member will be a fixed percentage of the Ordinary Member's subscription. This percentage will be 72%.

7.9 **GET INTO GOLF MEMBERS** - Under this temporary membership the individual will have access to the course at times deemed suitable by the starter on payment of a guest fee and access to other club facilities at all times.

7.10 **IDENTIFICATION LABELS AND DISKS** must be displayed by members, otherwise a green fee may be charged.

7.11 Any person whose membership has been **TERMINATED** because of non payment may within two years seek reinstatement by submitting a written request to the Secretary. It will be at the discretion of the Executive Committee whether or not to approve reinstatement.

Any person readmitted to the Club under this rule will be liable for any outstanding payment related to their previous period of membership. An application for re-admission may take precedence over new applications for membership.

7.12 **ABSENT MEMBERS** An annual administration fee of £5 will be levied on Absent Members who qualify for this status. This fee will not entitle Absent Members to any of the privileges of an Ordinary Member.

7.13 **MEDICAL SUSPENSION** Members may apply for their membership to be suspended for a maximum period of 3 years due to incapability or ill health. The member shall submit satisfactory medical evidence of having been wholly incapacitated, through ill health, from playing golf and henceforth may be exempted from the payment of the Annual Subscription during the continuance of that incapacity. The decision will be at the discretion of the Executive Committee.

It is the duty of the member to write to the Secretary when any incapacity ceases. The member will be reinstated and will pay the Subscription for the year then current.

7.14 **RESIGNATIONS** A member who wishes to resign must intimate his/her intention in writing to the Secretary. If the member is enrolled in the Monthly Subscription Scheme, and provides such intimation, the member will be entitled to continue their membership for three months without payment from the beginning of the month following their last monthly instalment. Should a member fail to resign timeously then he/she will be liable for the Annual Subscription fixed at the Annual General Meeting for the then current year. The Executive Committee has the power to take legal action to recover any outstanding subscription or subscription instalments under this clause.

## **8.EXPULSIONS / SUSPENSION**

1. If a member conducts himself or herself in a manner that discredits the Club, or wilfully acts contrary to the Constitution of the Club, the Executive Committee will have the power to suspend or expel the member.

2. The member will have a right of appeal against the Executive Committee's decision, which should be lodged with the Secretary within seven days of the issue of Executive Committee's decision.

3. On receipt of an appeal notice the Secretary will convene, within one calendar month, a meeting of the Appeals Committee. The Appeals Committee will comprise five members including the Club Captain and Secretary and three former Club Officials who are no longer members of the Executive Committee.

8.4 The Appeals Committee will hear the member's appeal against the Executive Committee's decision and will have power to uphold, reject or vary the Executive Committee's decision. The Club Captain and the Secretary will not participate in the decision by the remaining members of the Appeals Committee. The decision by the Appeals Committee will be final and binding and provided in writing to the member.

**9.ASSESSMENT:** The Club, by a majority of votes, will have the power at any General or Special Meeting to assess the whole of the Members for payment of such sum equally as may be considered necessary for liquidating the obligations of the Club. Any Member failing to make payment of his/her share within thirty days of written notice from the Secretary will cease to be a Member, and will not withstanding his/her expulsion, remain liable for his/her share.

**10.V.A.T :** The Club is a non-profit making organisation. All profits and surpluses will be used to maintain or improve the Club's facilities. No profit or surplus will be distributed other than to another non-profit making body or to the Members on the winding-up or dissolution of the Club.

**11.TITLE TO SUE :** The Club shall have full power and authority in all questions between it and any of its Members to sue and be sued in the name of the Trustees.

**12.COMPLAINTS :** No complaint will be considered by the Executive Committee unless made in writing to the Secretary.

**13.RULES OF GOLF :** The Rules of the Game will be those of the Royal and Ancient Golf Club of St. Andrews, as amended by them from time to time. Local rules may be adopted by the Club.

**14.COMPETITIONS :** Competitions will be held at such times and under such conditions as the Executive Committee will determine. Competitors in a Club Competition organised in a draw will have precedence over all other players.

#### **15.RECORDS**

15.1 The Secretary will be responsible for ensuring that all the Minutes of the Executive Committee and General Meetings are recorded and that all the correspondence of the Club is attended to expeditiously.

15.2 The Secretary will ensure that the alphabetical list of members is revised periodically and that a copy of the list is available for inspection in the Clubhouse.

15.3 The Treasurer will keep correct financial accounts and books showing the financial and intromissions of the Club. The Trustees will be the custodians of the funds of the Club and shall have authority to operate the Club's Bank Accounts.

#### **16.SALE OF ALCOHOL**

16.1 No alcohol will be sold or supplied in the Clubhouse except within the permitted hours as defined by the current Licensing (Scotland) Act.

16.2 No office bearer, Manager, or servant of the Club will have any personal interest in the sale of alcohol in the Club or in profits from that sale.

16.3 No alcohol will be sold or supplied to any person under 18 years of age.

16.4 Other than when an occasional licence has effect, no person is to be supplied with alcohol on the club premises unless that person is - (i) a Member of the Club (ii) a person who is on the premises at the invitation of a Member of the Club and is accompanied by that Member or (iii) a member of another club which meets the requirements of Section 125(1) of Licensing (Scotland) Act 2005.

Where a person referred to in 16.4.(ii) above is supplied with alcohol on Club premises when an occasional licence is not in effect, there is to be entered in a book kept for the purpose – (i) the date in question (ii) the name and address of the person and (iii) the name of the Member accompanying the person.

**17.DOGS** Dogs will not be permitted on the course.



## **18.ALTERATION TO CONSTITUTION**

- 18.1 No alteration to the Constitution of the Club will be made except at a General Meeting.
- 18.2 Notice of any proposed change must be made in writing to the Secretary (by September 30 in respect of the Annual General Meeting) and mailed to each member (excluding Associate, Country, Corporate, 5-Day, Social, Temporary or Suspended) of the Club at least seven days prior to a General Meeting.
- 18.3 Any proposed change to the Constitution must be carried at a General Meeting by two-thirds of the Members present and voting.

## **19.ALTERATION TO THE COURSE**

- 19.1 Any proposal by the Executive Committee which will alter the composition of the Course, that is, any proposed change to a hole, green, tee or bunker, must be communicated to the members in the Green Convenor's Report which accompanies the Annual accounts. The Executive Committee must also make the proposal available for perusal by Members by preparing a description and a plan, both of which, will be displayed on the Club Notice Board for the duration of 28 days prior the Annual General Meeting of the Club. Work due to commence before the Annual General Meeting must be intimated one year in advance.

**20.COMPLIANCE** A Member who has paid his/her Entry Fee will be obliged to comply with the Constitution of the Club thereafter.