

## **DULLATUR GOLF CLUB CONSTITUTION (Effective 25th January 2019)**

### **1. Name of the Club**

The Club shall be called Dullatur Golf Club hereafter referred to as "The Club". The Club shall be affiliated to Scottish Golf through membership of the Dumbartonshire Golf Union.

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 members on winding up or dissolution of the Club.

### **2. Objects of the Club**

The objects of the Club shall be as follows:

- a) To provide facilities for and promote participation of the whole community in the sport of golf.
- b) To institute and carry through annually Stroke and Match play competitions for the benefit of the members of the Club.
- c) To promote Bowls as an associate facility within the rules of the National Association.
- d) To promote Leisure and Social activities.

### **3. Membership**

Membership of the Club shall be open to all persons irrespective of ethnicity, nationality, sexual orientation, religion or beliefs, or of age, sex or disability except as a necessary consequence of the requirements of golf as a particular sport.

The Council may refuse membership only for good and sufficient cause, such as conduct or character likely to bring the Club or Sport into disrepute. Appeal against such a decision may be made to the Club's members and decided by a majority vote at a General Meeting.

a) Membership of the Club shall consist of Adult Full Subscription paying members (hereafter called Ordinary Members), and Life, Non-Playing Life Member, Senior and Intermediate Members. Also Honorary Members who are former Ordinary Members. These members shall be eligible to vote when attending meetings of the Club and can be elected to the Council of Management in accordance with article 9(b).

b) (i) **Associate classes of Membership are as follows: -**

1. Honorary Member (not former Ordinary Member)
2. Junior
3. Temporary
4. Country
5. Five Day
6. Antonine Course Only
7. Antonine Course Only 5 Day

ii) **Other associate membership:**

1. Bowls
2. Leisure
3. Social

Associate members have no right to vote or attend meetings of the Club or have an interest in the property of the Club and have no voice in the management of the Club's affairs.

(iii) **Senior Class**

Any member (including a new member) aged at least 65 years before 1 February of a given membership year may elect for Senior Membership.

The subscription payable will be reduced to take account of the number of Ordinary or Lady Subscriptions (the "Qualifying Subscriptions") previously paid by the member:

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### **Qualifying Subscriptions: Subscription rate (% of Ordinary subscription)**

30 or more years	30%
25 or more years	40%
20 or more years	50%
Less than 20 years	70%

(c) The maximum number of Ordinary members shall be limited to 750. The number of Antonine Course Only members shall be limited to **250** and the number of Antonine Course Only Five-Day members shall be limited to 50. The maximum number of Junior members shall be limited to 200. The maximum number of 5-day members shall be limited to 50.

The maximum number of Ordinary members, also the maximum number of Junior members, Antonine Course Only members, Antonine Course Only Five-Day members, and Five-Day members, may only be altered to the number proposed by the Council under such conditions as the Club in General Meeting decide. The number of associate members, excepting Junior members and Five-Day members, shall be at the discretion of the Council until otherwise resolved by the Club in General Meeting. Bowls and Lawn tennis membership numbers will be as recommended by each section, subject to Council approval.

(d) All classes of membership are subject to the authority of the Council.

### **(e) Antonine Course Only Membership and Antonine Course Only Five-Day Membership**

A member in either of these categories can only play on the Antonine Course unless introduced as a guest on the Carrickstone Course.

An Ordinary Member may apply to be a member in either of these categories. A maximum of 20 Ordinary Members will be permitted to transfer in any year.

### **(f) Country Membership**

Any individual residing at least 50 miles from the Club may apply to join the Club as a Country Member. Country Members can enjoy all privileges of the Club accorded to associate members except entry to Match Play competitions and introduction of visitors. Playing rights will be limited to 15 visits. The subscription for Country Members will be equal to one fifth of the annual subscription. The procedure for admission to the Club will be in accordance with Article 23.

## **4. Honorary Membership**

It shall be competent for two-thirds of the members present at a General meeting of the Club, on the recommendation of the Council, to elect as an Honorary member any ex-Captain of the Club or any person who has gained renown as a golfer or has given exceptional services to the Club.

## **5. Life Membership**

As at 1<sup>st</sup> February 2016 the Life Membership category including purchased Life Membership has been closed to new entrants. Existing Life Members and purchased Life Members will continue to receive the benefits afforded to them under the Constitution. A Life Member shall pay a subscription of 20% of the Ordinary Members Subscription.

A Life Member who no longer wishes to be a golfing member may on application become a Non-Playing Life Member.

## **6. Temporary Members**

- a) Members of any Golf Club or association affiliated to the Scottish or other Golf Union for the purpose of engaging in a match or competition.
- b) Visitors having paid the appropriate green fee.
- c) Corporate membership: as approved by the Council by a simple majority of those voting and shall be limited to such privileges of the Clubhouse and Course as the Council may decide.

The fee due and terms for any of the above categories of Temporary Membership shall be decided by said Council of Management and the payment of such a fee must be paid within a period prescribed by the said Council of

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Management. Temporary members shall have no right of introducing visitors to the course nor of playing in the Club competitions.

### **7. Management**

- a) The management of the Club shall be vested in the Council consisting of the Captain, Vice Captain, Immediate Past Captain, Match Secretary and 8 members, six to form a quorum
- b) The Council of Management as outlined in 7a may appoint a Manager or General Manager for the Club, if found necessary and such a General Manager will be responsible to the Council but will not be a member of the Council.
- c) No office bearer shall rent or lease land to the Club.
- d) No office bearer shall be a relative, business partner or person acting under direction of any person leasing or renting land to the Club.

**8.** The Captain, Vice Captain, Immediate Past Captain and Match Secretary shall be elected at the Annual General Meeting, shall hold office for one year and shall then be eligible for election to Council or any of the above offices.

**9. a)** Members of the Council, exclusive of the Captain, Vice Captain, Immediate Past Captain and Match Secretary shall be elected for a term of a maximum of three years. Either two or three members in rotation shall retire annually and shall be eligible for re-election.

b) Nomination of Office Bearers and members for election to the Council shall be sent to the General Manager not later than 31<sup>st</sup> October using the form provided by the General Manager and signed by at least two voting members. A full list of nominations and their referees must be posted on the Club notice board by the 5<sup>th</sup> November, displayed for a period of at least 14 days and shall be intimated in the circular calling the Annual General Meeting. Any objections to such nominations should be made in writing to the Council by 30<sup>th</sup> November and it shall be incumbent upon the Council to determine the validity of any such objections. To qualify for nomination as an Office Bearer or member of Council, the nominee must be a voting member who has paid three (3) consecutive subscriptions.

c) The election shall take place at the Annual General Meeting when a vote, if necessary, shall be taken by ballot and the result immediately declared. Ties shall be decided by another vote taken in the same manner.

d) The Council shall have the power to fill vacancies occurring in their numbers at any time, with any member that satisfies the nomination conditions of 9b and any members so elected shall, if approved by the Club at the next Annual General Meeting, complete the un-expired term of service arising from the vacancy to which he/she was elected.

**10.** The Council shall have the power to borrow and raise money in such a manner as they think fit and to secure the repayment of any money borrowed or raised or owing by Mortgage, Charge, Standard Security, Lien or other securities upon the whole or any part of the Club's property or assets (whether present or future).

**11.** The Council of Management shall hold meetings at least monthly for the dispatch of all competent business.

**12.** The Council shall have the power to appoint for special purposes such committees or an individual as they deem necessary and when considered desirable, these committees or individual may include members of the Club out with the Council. The Council shall appoint Conveners and determine the number of members and the quorum of all committees.

**13.** All meetings of Council shall be called by circular and except in the case of an emergency meeting, at least three days notice must be given. All Council meetings can only be called on the authority of the Captain or Vice Captain.

**14.** The Captain and Vice Captain shall be ex-officio members of all committees.

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15. At all meetings of the Club or Council, the Captain or in their absence the Vice Captain shall take the chair and failing both of these, the meeting shall elect a chairman. At any committee meeting the Convener shall take the chair.
16. The Chairman shall have a deliberative as well as a casting vote at all meetings of the Club, Council or Committee except for elections to Council, when ties will be decided by another vote taken as described in Article 9.
17. The General Manager shall ensure that full and correct minutes of all proceedings and meetings of the Club or Council are produced. The General Manager shall receive and disburse all monies due to and by the Club, keep correct accounts and books showing the financial affairs of the Club and shall forward a statement thereof, duly audited, to the financial year ending the 31st October in each year, to every member at least seven days before the date of the Annual General Meeting.
18. The Council shall open a bank account in the name of the Club, in which all monies received shall be deposited either on Current or on Deposit Account. All cheques shall be signed by any two of the Captain, Vice Captain, Immediate Past Captain and the General Manager.
19. **Meetings.**

The Annual General Meeting of the Club shall be held in January, when the Office Bearers and Council shall be elected and a duly audited statement of the Club's affairs submitted to the meeting. Any proposal for items for determination to an AGM, including amendments to the constitution, must be made in writing and submitted to the Council no later than the previous 31<sup>st</sup> December. The proposal must be signed by two members eligible to vote at a general meeting
20. The Council shall have the power to call Special Meetings of the Club and shall be bound to call and hold a meeting within 28 days on receiving a written requisition signed by at least sixty voting members and stating the matter to be brought up. Should the subject matter require a vote, no acceptance or rejection will take effect unless it is approved by two-thirds of those voting.
21. All meetings of the Club shall be called by circular giving at least 7 days notice and stating the business to be discussed.

Only proposals included in this circular will be subject of a vote.

22. At all General Meetings of the Club, forty-five shall form a quorum.

### **23. Admission of Members**

The name and address of every candidate for election to all classes of membership (except Temporary membership) of the Club must be attested by the signature of the proposer and seconder. In the case of applicants for Ordinary, Country, Antonine Course Only, Antonine Course Only Five Day, Five Day or Junior membership, the proposer and seconder must be a voting member of the Club. Nominations shall be exhibited on the Notice Board in the Clubhouse for at least one week and an interval of 14 days must elapse between the dates of nomination and election. The election shall rest with the Council. A simple majority vote in favour shall decide admittance.

On the election of a new member, the General Manager shall give the new member notice thereof in writing and shall furnish such member with a copy of the Constitution and Rules of the Club and shall request payment of the Entry Fee and Subscription, but such member shall not be entitled to the privileges of the Club until the appropriate Entry Fee and Subscription have been paid. The Entry Fee and Subscription are due and payable on election, except when the conditions of Article 26 and Article 24 (a) apply.

### **24. Entry Fee and Subscriptions**

(a) The Entry Fee for any class of membership shall be such as the Council shall from time to time determine. Social, Honorary, and Temporary members shall not be liable to pay an Entry Fee. Leisure, Bowls and Tennis members will

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pay an entry fee. The Entry Fee for all members may be paid in full, or by other method as determined by the Council from time to time.

(b) The Annual Subscription for any class of membership shall be such sums as the Club shall from time to time set and should only be altered under Article 37 hereof. Annual Subscriptions for the different classes of membership, except Leisure, shall become due and payable in one payment on 1st February of the appropriate subscription year. The Subscription year shall be 1st February to 31st January. Leisure members' subscription year will be the anniversary of their joining date. Members failing to pay their Annual subscription by 1st March shall be held as in arrears and intimation sent to these members by 15th March with a copy of this rule stating that their names shall be posted in the Clubhouse. Members, whose subscriptions are unpaid at 31st March, shall cease to be members of the Club but they shall still remain liable for their subscription. The Council shall have the option of reinstating them on good cause being shown and on payment of all arrears. Subscriptions in arrears at 1st March shall be subject to a five percent (5%) surcharge: any unpaid arrears at 15th March shall be subject to a further surcharge of the same amount. Any Ordinary Member who pays in full by 15th February will be eligible for a discount of 2 ½% of the Annual Subscription net of any other discount applied.

### **(c) Discretionary Discounts**

Council shall have authority to offer discretionary discounts and other promotional incentives as required to attract new members and visitors and to effectively market the Club's facilities, subject in all cases to the proviso that all such offers must be openly advertised and generally available on a non-discriminatory basis

### **(d) Family Discount**

A Family discount will apply where a minimum of three paying members (not life) live at the same address. All members will be in the Ordinary, Junior or Intermediate membership classes. Students & members of the Armed Forces living away in temporary accommodation will be considered to be living at home. Other family members not at the same address may be considered on application to the Council. All qualifying members shall be entitled to a 10% discount on golf subscriptions.

### **(e) Partners Discount**

Two Ordinary Members who are married or partners living at the same address shall be entitled to a 10% discount on all golf subscriptions.

### **(f) Member of Armed Forces**

An Ordinary member who is a member of the Armed Forces, and who is posted to a location greater than 100 miles from the Club, shall be allowed a discount on their subscription in proportion to the time spent at that location.

(g) An intermediate member who is in full time education will pay 1/3 of the Ordinary Members Subscription. An Ordinary Member who returns to full time education will pay 2/3 of the Ordinary Members Subscription. An Antonine Member who returns to full time education will pay 2/3 of the Antonine Members Subscription. In each case written evidence must be provided.

(h) Entry Fees, Joining Fees and Annual Subscriptions are subject to the appropriate government taxes.

(i) As an alternative to 24 (b, payment of Annual Subscription by can be made by one of the following methods: -

#### **Method No.1-Instalments in Advance**

Members can pay by instalments in advance by Direct Debit and the balance of the subscriptions paid in full by the first day of February. A five percent (5%) discount is applicable on the amount paid in advance, which must be by Direct Debit of equal amounts for a minimum period of six (6) months. The discount will be applied on receipt of the full subscription and will only apply to a maximum of the annual subscription(s).

#### **Method No. 2 – Annual Payment Plan**

Members may pay their annual subscription together with all additional amounts due (including golf union fee, bar levy, and locker fee) in monthly instalments by way of a continuous Direct Debit authority. A surcharge of 8% or such other amount as Council may decide from time to time will apply. The first payment will be due in February each

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year in the case of existing members or date of joining in the case of new members. Members choosing to pay by this method will remain liable for the full annual subscription and will be required to pay on demand any balance due if the Direct Debit authority is cancelled or if any required monthly payment is not made when due.

### Method No 3 – 6 Month Payment Plan

Members can pay their Annual Subscription by payment of a minimum deposit of £100 plus bar and catering Prepayment, locker fee (if applicable) and Golf Union Fees by 28<sup>th</sup> February with the balance paid in six equal monthly instalments starting on 28<sup>th</sup> March and thereafter on 28<sup>th</sup> day of each month, with the final instalment being payable on 28<sup>th</sup> August. No administration fee will be applied. However, if the member fails to make one or more of the instalments by the due date an administration fee of 10% will be added to the overall cost of the subscription

### 25. Junior and Intermediate Members

- a) Junior members shall consist of persons under the age of 18 years on the first day of February.
- b) Intermediate members shall consist of persons having attained the age of 18 years and being under the age of 30 years on the first day of February. The Subscription payable at each age will be as follows:

18 – 21 years	1/3 of Ordinary Members Subscription
22 – 24 years	1/2 of Ordinary Members Subscription
25 – 27 years	7/12 of Ordinary Members Subscription
28 – 29 years	2/3 of Ordinary Members Subscription

- c) No entry fee shall be payable by Junior or Intermediate Members on joining The Club.

Intermediate Members who were previously Junior Members attaining the age of 30 and having paid annual Subscriptions for each year from the age of 18 to the age of 29 shall pay no entry fee.

On attaining the age of 30 years any Intermediate Member to whom the above does not apply will receive for each full consecutive year that they have paid a golf annual subscription to the Club, a 10% discount of the entry fee applicable when they become a full member.

### 26. (a) Member Intake after 30th April

Members joining on or after the 1<sup>st</sup> May and paying the entry fee in accordance with Article 24 shall pay a subscription fee calculated as follows:

Joining in May	90% of annual subscription
Joining in June	80% of annual subscription
Joining in July	60% of annual subscription
Joining in August	40% of annual subscription
Joining in September	30% of annual subscription
Joining in October	15% of annual subscription

### (b) November Intake

Members who are liable to pay Entry Fees and who are admitted between 1<sup>st</sup> November and 1<sup>st</sup> February shall not be charged any subscription for the remainder of the current year. On payment of the appropriate Entry Fee, they shall be entitled to the full privileges of the Club.

### 27. Subscription Arrears

A member whose subscription is in arrears shall not be allowed to vote or take part in any discussion of any motion or question before the Club, or to compete for prizes or participate in any of the advantages or privileges of the Club until all arrears due have been paid.

### 28. Withdrawing and Rejoining

Members having left the district and resigning their membership in consequence, may be re-admitted without

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payment of Entry Fee, in the event of applying for re-admission within one year of their return, unless such entry fee shall have been raised in the interval and in that case they shall be liable for the difference only. The "District" shall be held to include any point within a thirty-mile radius of Dullatur. Members resigning under the terms of this Article must give written intimation of their intention to the Council.

### **29. Resignations**

All resignations must be sent in writing to the General Manager by the date of the next Annual General Meeting, after which all on the roll shall be held liable for the Annual Subscription for another year. The Council may accept resignations received after the date of the Annual General Meeting, should sufficient cause be shown for the delay.

### **30. Disciplinary Procedures**

- a) The Dullatur Golf Club Members Disciplinary Procedure document will deal with hearings in respect of breaches of Club Rules, Constitution, Code of Conduct and complaints about any member.
- b) The Procedure applies to all members of the Club
- c) Copies of the Procedure are on display in the Clubhouse and are available from the General Manager's office

### **31. Property**

The Club shall have the power to direct that any heritable property may be acquired and held by such person or persons for behalf of the Club and on such conditions as may be determined upon in General Meeting. The property, effects and monies of the Club belong to the Membership as defined in Article 3 (a) but the right and interest of every member shall be personal and limited to himself and shall expire with his membership and shall not be assignable or arrestable or passed to heirs or executors.

Nothing that is written in this Article shall affect the liability of resigned members as defined in Article 32 hereof for their proportion of any assessment levied under said Article 32.

### **32. Assessment of Members**

The Club, at any meeting of which due notice has been given shall have the power by majority of votes to assess the Membership as defined in Article 3 (a) for payment of such sums, as may be considered necessary for liquidating the obligations of the Club and any member failing to make payment of his share within one month after the date of notice demanding payment of the same, shall cease to be a member of the Club and his name shall be struck off the roll of members: but he shall not withstanding remain liable for his share of the said assessment.

### **33. Restrictions as to the Sale of Liquor**

No excisable liquor shall be sold or supplied in the Club premises for consumption off the premises, except as follows:

- a) to a member of the Club in person for consumption by him or her
- b) To a person holding an excise license for the sale of such liquor

No member of the Council and no manager or servant of the Club shall have any personal interest in the sale of excisable liquor therein or in the profits arising from such sale.

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

The permitted hours for the sale of alcoholic liquor are as laid down in current Licensing Scotland Act, with the power to the Council to restrict these hours at their discretion. Visitor(s) cannot be supplied with any excisable liquor unless on the invitation and in the company of a member who has previously entered his/her and the visitor(s) name and address in the book kept for the purpose and which shall show the date of such visit.

### **34. Special Reserve Fund**

The Special Reserve Fund (hereafter referred to as the Fund) shall be established initially with funds from the sale of land. The Fund shall be included within the accounts of Dullatur Golf Club but will be administered separately by a committee which shall operate under the following rules.

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### **a) Objective**

The objective of the committee shall be to hold and safeguard the Fund for the future benefit of Dullatur Golf Club. The Club, in General Meeting, shall decide the initial contribution to the Fund.

### **b) Membership**

- (i) The committee shall consist of 6 members, 4 of whom cannot be current serving members of the Council together with the Captain and Vice Captain.
- (ii) Members shall be elected at the club's Annual General Meeting for a period of 3 years and will be eligible for re-election, save that at the first election, two members will be elected to serve for one year only.
- (iii) The nomination procedure shall be as laid out in section 9b of the constitution
- (iv) If a vacancy occurs during the term of the committee, the council shall fill that vacancy until the following Annual General Meeting as laid out in section 9d of the constitution. The replacement shall not be a current serving member of the Council.
- (v) No member of the committee shall benefit financially from any transaction carried out by the fund.

### **c) Meetings**

- (i) The committee shall meet at least every third month, or more frequently if circumstances dictate.
- (ii) A chairperson, who will serve for one year and who will convene meetings, will be elected from the members of the committee. Neither the Captain nor Vice Captain may be chairperson.
- (iii) The chairperson shall have a deliberative as well as a casting vote.

### **d) Quorum**

The quorum for a meeting shall be 4, one of whom must be either the Captain or the Vice Captain.

### **e) Powers**

The committee shall have the power to invest the assets of the Fund. The committee shall apply a low risk attitude to any investment decisions.

### **f) Obligations**

- (i) Any surplus on the Fund shall be made over to the general Dullatur Golf Club reserves on an annual basis to be used to assist in the running of Dullatur Golf Club. For the avoidance of doubt any interest earned (including any earned on loans to the club) and any other investment return will form part of the annual surplus
- (ii) If the Club is likely to become insolvent, the committee shall release to the council sufficient funds to prevent that insolvency.
- (iii) If the Council wishes to borrow funds to assist in financing any machinery purchases for the course, the committee shall release such funds.
- (iv) If the council requests funding for a particular purpose, other than relating to the normal replacement of greens machinery, the committee shall consider the financial implications of that project. If the committee decides not to release the funds, the council may apply to a General Meeting for the release of these funds.
- (v) The Council may apply to borrow from the Fund to cover any short-term funding needs.
- (vi) The Club shall repay all sums borrowed over a period of no more than 10 years by equal monthly instalments.

### **g) Accounts**

Accounts relating to the Fund shall be maintained by the General Manager of Dullatur Golf Club who shall be responsible for producing reports for the regular meetings of this committee. The General Manager shall draw up Annual Accounts to be presented to the members and these will be incorporated within the main Dullatur Golf Club accounts. These accounts shall be drawn up to the same accounting date as Dullatur Golf Club and shall be audited by the Club auditors. All cheques drawn on the Special Reserve Fund shall be signed by the chairperson and one of the Club's authorised signatories.

## **35. Compliance with Constitution and Rules**

Members and Associate Members on payment of Entry Fee or Subscription or part thereof due, thereby submit themselves to the Constitution and Rules of the Club, both as to restrictions and penalties imposed and on these conditions alone, are entitled to the advantages and privileges of the Club. A copy of the Constitution and Rules shall



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be delivered to members or transmitted to their address: but no member shall be absolved from the effect of this Constitution on any allegations of not having received it.

### **36. List of Members and Rules**

A copy of the Rules and an alphabetical list of the members shall be exhibited in the Clubhouse.

### **37. Alteration of Constitution**

No alteration shall be made in the foregoing Constitution except at the Annual General Meeting or at a Special General Meeting called for the purpose and the notice calling such a meeting, shall state the alteration proposed to be made but no such alteration shall take effect unless it is approved by a majority of two thirds of those voting