

# Gifford Golf Club Constitution



## 1. The Club

The name of the Club is Gifford Golf Club. It shall be managed in accordance with the lease entered into with the Trustees of Gifford Golf Course in 1969 as subsequently extended and amended, and the instructions of the Trust Disposition and Settlement of the Will of the 11<sup>th</sup> Lord Tweeddale recorded in the General Register of Sasines dated 8 July 1968.

## 2. Definitions

- 2.1 **Club** consists of the grounds defined in the lease, buildings thereon, fixtures, fittings, car park, employees and the Membership.
- 2.2 **General Meeting** is either an Annual General Meeting or a Special General Meeting as the context requires.
- 2.3 **Secretary** is a generic term for the role(s) responsible for the day to day administration and management of the Club, including finance.
- 2.4 **Member** refers to any and all Categories of Member unless otherwise defined.
- 2.5 **Voting Members** are those in Membership Categories with the voting rights of Full Members.
- 2.6 **Starter** means the person responsible for managing the daily use of the course, collecting Guest and Visitor fees, etc.
- 2.7 **Guests** are those who are playing the course or using the facilities at the invitation of a Member.
- 2.8 **Visitors** are those playing the course or using the facilities who are not Members or Guests.

### **3. Membership**

3.1 Membership Categories are as follows:

- Full Membership – Maximum number in this category is 600 at any time.
- Intermediate Membership – Age between 18 and 25 inclusive on 1 January of any calendar year
- Junior Membership – Age under 18 on 1 January of any calendar year
- Life Membership
- Lifetime Subscription Membership
- Social Membership
- Temporary Non-Playing Member
- Staff Member

3.2 The Committee may amend the maximum number of full members and apply limits to other categories without first seeking agreement from a General Meeting. Any such amendments will be ratified or altered at the next appropriate General Meeting.

3.3 Membership is open to all and no application for membership will be refused other than on reasonable grounds.

3.4 All Members are subject to the Constitution and Byelaws of the Club.

3.5 Candidates applying for initial membership in the Full, Intermediate and Junior membership categories must complete the prescribed application form. This does not apply to existing Members transferring within Membership Categories.

3.6 If membership of any category is at the maximum set by the Committee, applicants will be placed on a waiting list, subject to payment of a non-refundable deposit set by the Committee.

3.7 Applicants shall not enjoy any privileges of the Club until the joining fee and subscription have been paid.

3.8 Applicants approved for membership after 31 July in any calendar year will pay a pro-rata annual subscription for that year.

#### **4. Full, Intermediate and Junior Membership Categories**

##### **4.1 Full Members**

4.1.1 Full Members have the right to attend General Meetings and cast votes.

##### **4.2 Intermediate Members**

4.2.1 Those between the ages of 18 and 25 inclusive on 1 January are entitled to apply for Intermediate Membership for that calendar year. This category of membership ceases on 1 January following the Member's 25th birthday at which point they can transfer to Full Membership without payment of a joining fee or placement on the waiting list, regardless of whether the maximum number of Full Members has been met.

4.2.2 Intermediate Members do not have voting rights and are not obliged to receive notices of General Meetings, but may attend as observers.

4.2.3 In the event of a levy being required from the Members, the Committee may require Intermediate Members to pay all or part of the levy.

##### **4.3 Junior Members**

4.3.1 Junior Membership ceases on 1 January immediately following the Member's 18th birthday, at which point they can transfer to Intermediate Membership without payment of a joining fee or placement on the waiting list, regardless of whether the maximum number of Members for that category has already been met.

4.3.2 Junior Members do not have voting rights and are not obliged to receive notices of General Meetings, but may attend as observers.

4.3.3 In the event of a levy being required from the Members, the Committee may require Junior Members to pay all or part of the levy.

#### **5. Membership other than Full, Intermediate or Junior**

##### **5.1 Life Members**

5.1.1 At a General Meeting of the Club the Members may, on a proposal from the Committee, elect any Member as a Life Member of the Club, in recognition of long and outstanding service to the Club.

5.1.2 Life Members do not pay an annual subscription but have all the rights of Full Members.

## **5.2 Lifetime Subscription Members**

5.2.1 The Committee may on occasion make Lifetime Subscription Memberships available to existing Full Members. Such subscriptions will be a single payment, equivalent to at least ten years of the current subscription rate, and the member will not be required to pay further annual subscriptions.

5.2.2 The Committee may apply limits to the number of Lifetime Subscription Memberships made available, and they must not exceed 5% of the number of Full Members at the time of offer.

5.2.3 Lifetime Subscription Members have all the rights of Full Members.

5.2.4 In the event of a levy being required from the Members, the Committee may require those holding Lifetime Subscriptions to pay all or part of the levy.

## **5.3 Social Members**

5.3.1 Full Members who have held continuous membership for at least five years and who wish to retain their membership but not play the course, other than as a guest or visitor, may apply to the Committee for Social Membership.

5.3.2 Social Members do not have voting rights, do not receive notices and may not attend General Meetings of the Club.

5.3.3 Social Members who wish to revert to Full Membership will not be required to pay a joining fee.

## **5.4 Temporary Non-Playing Member**

5.4.1 A Full Member who expects to be unable to play golf due to a medical condition for a period of over three months will be entitled to apply to the Committee to be considered for Temporary Non-Playing Membership. The Committee may ask the Member for medical certification to support the application.

5.4.2 If approved, the Member will have their Full Membership suspended until such time as they are able to resume playing. This includes suspension of their voting rights.

5.4.3 The suspension of Full Membership will commence from the date agreed by the Committee. Any remaining pro rata Full Member fees for the current subscription period from the date of suspension will be frozen and will be used to offset fees due when the Member resumes Full Membership.

5.4.4 In the event of a levy being required from the Members, the Committee may require Temporary Non-Playing Members to pay all or part of the levy.

## **5.5 Staff Membership**

5.5.1 All employees of the Club are granted Staff Membership of the Club for the duration of their employment.

5.5.2 Staff members have the use of the course, clubhouse and other facilities but are not required to pay an annual fee. They may invite Guests on the same terms as other Members.

5.5.3 Staff Members do not have voting rights, do not receive notices and, with the exception of the Secretary, may not attend General Meetings of the Club.

## **6. Resignation of Membership**

6.1 Any Member wishing to resign from the Club must notify the Secretary in writing by 31 January, otherwise they will be liable for the annual subscription for the year commencing 1 February.

## **7. Membership Fees**

7.1 The annual subscription is payable on 1 February each year and must be paid before 15 February. If subscriptions are not paid by the due date, membership shall cease.

## **8. Ladies Section**

8.1 Full and Intermediate Lady Members of the Club will form the Ladies Section.

8.2 The Ladies Section may form a sub-committee of the Committee to manage their affairs. Roles and Titles within this sub-committee can mirror the composition of the Committee.

## 9. Committee

- 9.1 The Committee undertakes the management of all matters connected with the Club and shall meet at least six times in any one year. Five Committee Members are necessary for a quorum.
- 9.2 The Committee shall comprise not less than six and not more than thirteen Members, and the majority shall be Full Members.
- 9.3 The Captain and Vice-Captain shall both be Full Members.
- 9.4 The Captain and the Vice Captain are appointed at the Annual General Meeting (AGM) of the Club. They will ordinarily serve for a period of two years. This may be extended for a further term only under exceptional circumstances. In the event of there being more than one nomination for either position, a vote will be held.
- 9.5 The Captain is not required to pay annual membership fees whilst holding the role.
- 9.6 Committee and General Meetings shall be chaired by the Captain. In the absence of the Captain, the Vice-Captain or, if necessary, another Committee Member shall act as chair.
- 9.7 In the event of the Captain being unable to complete their term of office, the Vice Captain shall assume the role. If this is not possible, a General Meeting shall be called to resolve the situation.
- 9.8 The other Committee Members appointed at the AGM will include the Match Secretary, Handicap Secretary and Greens Convener. In the event of there being more than one nomination for any of these positions, a vote will be held.
- 9.9 Convenors of other Subcommittees are appointed by the Committee from within the general Committee membership.
- 9.10 Committee Members other than the Captain and Vice-Captain will ordinarily serve for a period of three years. If necessary, due to a lack of volunteer replacements or other exceptional circumstances, this may be extended for a further two terms.
- 9.11 The Ladies Captain and Ladies Vice-Captain are also appointed as additional Committee Members (not included in the 13 limit) at the AGM.
- 9.12 The Committee has the power to co-opt Members to the Committee as required until the next Annual General Meeting of the Club.
- 9.13 The interests of all membership groups (eg Juniors, Intermediates, Winter League, EGGs and Seniors) should be represented on the Committee

- 9.14 Any Committee Member whose attendance at Committee meetings has fallen below 50% in any one year, without justifiable reason will, at the discretion of the Committee, be required to resign from the Committee.

## **10. Financial Management of the Club**

- 10.1 The financial management of the Club is vested in the Committee who, together with the Secretary, must ensure that the financial affairs of the Club are properly accounted for and recorded.
- 10.2 The Committee is responsible for setting the annual subscription for all membership categories at a level sufficient to cover the projected operating costs of the Club for the forthcoming year, and for reporting the same at the Annual General Meeting of the Club. Any change of more than 10% of the annual subscription for Full Members must be approved at a General Meeting.
- 10.3 In exceptional circumstances the Committee may request a General Meeting to consider the raising of a levy.
- 10.4 The financial management of the Club includes authority to borrow money up to a limit of £25,000.
- 10.5 All surplus income or profits are to be reinvested in the Club. No surplus or assets will be distributed to Members or third parties.
- 10.6 Upon dissolution of the Club, any remaining assets shall be given or transferred to another registered Community Amateur Sports Club, a registered charity or the sport's governing body for use by them in related community sports.

## **11. Accountant**

- 11.1 An independent accountant shall be appointed each year at the Annual General Meeting of the Club.

## **12. Meetings**

- 12.1 The Annual General Meeting of the Club will be held on a date agreed by the Committee. At this meeting the Committee will report on the general affairs of the Club, and provide a detailed Financial Statement on the certified accounts.
- 12.2 The Committee has the power to call a Special General Meeting when they consider it necessary, and are bound to do so upon receiving a request signed by thirty Voting Members of the Club.
- 12.3 All General Meetings will be intimated to the relevant membership categories at least fourteen days prior to the meeting. Only the business specified on the notice concerning the meeting may be transacted.
- 12.4 Thirty Voting Members shall form a quorum at any General Meeting. If fewer than thirty Voting Members are present at the start of the meeting, the Chairperson will suspend the meeting for up to fifteen minutes to give other Voting Members the opportunity to attend. If there are still fewer than thirty Voting Members in attendance, the meeting will be conducted by those present.

## **13. Alteration to Constitution**

- 13.1 The Constitution may not be altered except at a General Meeting. Notice of a proposed alteration must be given in writing to the Secretary at least one month before the said meeting and, if the Committee deems it appropriate to be considered by the Members, will be included in the notice calling the General Meeting.

## **14. Conduct and Complaints**

- 14.1 Any complaint or allegation of a breach of the Constitution or Byelaws, or of misconduct by a Member, Guest or Visitor, must be made in writing to the Secretary within seven days of the alleged incident.
- 14.2 If the conduct of any Member, Guest or Visitor is liable to compromise the character, good order or reputation of the Club, it shall be within the power of the Committee to consider suspension or expulsion of the Member or to refuse future admission to the Guest or Visitor.
- 14.3 The Committee will investigate any complaint as soon as is practicable. Such investigation may include discussions with the complainant, the alleged offender and any other relevant people. The alleged offender may be invited to explain their conduct to the Committee.
- 14.4 The Committee will notify their decision in writing to both the complainant and the alleged offender within fourteen days of the investigation being completed.



- 14.5 Any Appeal against the decision of the Committee shall be held within fourteen days of the decision being notified as above. The Appeal will be conducted by a panel of three Voting Members independent of those who conducted the original hearing. The appellant may be accompanied by a person of their choice.
- 14.6 Under no circumstances may a Member, Guest or Visitor reprimand an employee of the Club. Any complaint must be made in writing to the Secretary.

## **15. Byelaws**

- 15.1 The Committee has the power to make Byelaws for the proper operation of the Club. Such Byelaws are binding on all Members, Guests and Visitors. Any change to the existing Byelaws will be posted on the Clubhouse noticeboard with the date on which it becomes effective, and may be ratified, altered or removed at a General Meeting.

# Gifford Golf Club - Byelaws

## Concerning the operation of the course, clubhouse and facilities



### 1. General

- 1.1 The Club is not responsible for loss or damage to property, including motor vehicles parked on or off the course, whether belonging to Members, Guests or Visitors.
- 1.2 No Member, Guest or Visitor may take, or permit to be taken, any property belonging to the Club, without the authority of the Committee.
- 1.3 No notice or documents of any kind may be placed, or altered, on the clubhouse walls, noticeboards or any other place without the authority of the Committee.
- 1.4 Alcoholic drink may only be purchased or served within the licensing hours of the Club, and must not be taken on to the course. No one may bring or consume their own alcoholic drink either in the clubhouse or on the course.

### 2. Rules of the Game

- 2.1 The Rules of Golf as published by R&A Rules Ltd, with the addition of such Local Rules as may be necessary, will apply. These Rules shall be interpreted in line with guidance from Scottish Golf as applicable.
- 2.2 Handicaps will be administered in accordance with the World Handicapping System Rules of Handicapping as adopted by Scottish Golf.

### 3. The Course and Etiquette of the Game

#### 3.1 Care of the Course

Turf must be replaced, bunkers raked and pitch marks repaired at all times. Anyone consistently failing to repair such damage may be asked to leave the course.

#### 3.2 Tees

Members may play from any colour of tee at any time, unless the tee is reserved or otherwise unavailable.

#### 3.3 Proof of Membership

Members must display a current membership disc at all times when playing the course. Members who fail to do so may be required to pay a Visitor's Fee.

### **3.4 Members' Guests**

Every Member shall have the privilege of inviting a maximum of three Guests to play the course at any one time. No one Guest is permitted to play more than once in any calendar month. Before play, any Member introducing a Guest must enter the date, their own name, and the name of the Guest in the Visitors' Book, and pay the appropriate fee to the Starter. The Member is responsible for the conduct of their Guest, and must play in the same group as the Guest.

### **3.5 Visitors**

Visitors shall be allowed at times and under conditions set by the Committee, and are bound by the Constitution and Byelaws of the Club. The Starter may reserve the first tee, and grant the use of the Course, Clubhouse and facilities to booked visiting parties.

### **3.6 Juniors**

3.6.1 Junior Members who have a current WHS handicap index are allowed to play in Club Competitions.

3.6.2 Junior Members under the age of ten are not permitted on the course unless accompanied by an adult or playing in an organised competition, or at the discretion of the Junior Convenor.

3.6.3 At weekends, unless playing in a Club Competition, or at the discretion of the Starter, Junior Members should be accompanied by an adult.

### **3.7 Dogs**

The terms of the Club's lease are quite specific in that dogs are not allowed on the course or in the Clubhouse. The Trustees have agreed that an exception may be made for assistance dogs.

### **3.8 Sharing of Clubs**

Sharing of golf clubs is strongly discouraged at all times. Subject to the discretion of the Starter, sharing by not more than two people may be allowed, provided that the course is not busy.

### **3.9 Pace of Play**

Being a nine-hole course, it is essential that players should play at a good pace and comply with the Pace of Play guidelines set by the Committee. Particular attention must be paid to the guidelines concerning merging of players on the 1<sup>st</sup> and 10<sup>th</sup> holes. Persistent offenders will be subject to penalty at the discretion of the Committee.

The maximum number of players in any game is four, unless otherwise agreed with the Starter. If a game larger than four is permitted to play and may be about to hold up any following game, they must allow the following group to play through.

### **3.10 Caddy Cars and Buggies**

All such equipment should be kept off the tees, greens and aprons of the greens. Buggy users are subject to the Conditions of Hire and Use, as displayed on the Clubhouse noticeboard.

### **3.11 Damage**

Any Member, Guest or Visitor damaging the course or Club property will be liable for reparation of the damage.