



CLYDEBANK & DISTRICT GOLF CLUB

CONSTITUTION

(Revised 23rd February 2018)

1. The Club shall be called "The Clydebank and District Golf Club"
 - a) No profits or surpluses will at any time be distributed to Members and if upon winding up or dissolution of the Club there remains after satisfaction of all its debts and liabilities any property whatsoever, the same shall be given to some other Community Amateur Sports Club organisation, a register charity or other sport's governing body as may be determined by resolution at a General Meeting at or before the time of dissolution and in so far as effect cannot be given to such provision then to some charitable object.
 - b) 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.

Management and Meetings

2. The Members shall meet at Annual General Meeting at Clydebank. At the Annual General Meeting, a duly audited statement of the Club's affairs to 31st December preceding shall be submitted. The Council and Committee so appointed shall continue in office until their successors are elected. The Council shall meet at least every two months.
3. The Office Bearers shall consist of President, Vice President, Captain, Vice-Captain, Past Captain, Finance Convener, Administration Convener, Golf Convener, Greens Convener, House Convener and Social Convener. Two or more of the said offices may be held by the same person. The Office Bearers shall also be called the Management Committee.
4. The Council shall consist of elected members, not exceeding nine in number, one third of whom shall retire annually but shall be eligible for re-election in same year, and the Office Bearers, who shall be Members *ex/officiis*. Five members shall form a quorum. Any member not elected for a full term shall be eligible for re-election.
5. The Council shall, subject to the control of a General Meeting, be vested with the entire management of the Club and shall have the powers necessary for the full and efficient conduct of its affairs, and shall keep, or cause to be kept, correct accounts and books showing the financial affairs and the intermissions of the Club. The Council shall have the power to borrow money and grant security thereof. The Council shall have the power (with the approval of the Members at a General Meeting or a Special General Meeting) to buy and sell heritable property and grant Leases. All Documentation which

the Club require to execute in implementation of this Clause 5 shall be signed by the Office Bearers or a majority thereof.

6. The powers conferred on the Council by the immediately preceding rule shall include the following powers all or any of which they may delegate.
 - a) To fill up vacancies that may occur in their number or amongst Office Bearers between Annual Meetings.
 - b) To appoint committees from their own number, or from the members, or from both to assist in the management.
 - c) To prescribe the duties, name conveners and secretaries and fix quorums of the Committees.
 - d) To fix dates, places and notices for the manner of calling meetings of members.
 - e) To expel or suspend from the Club any member whose conduct in or out of the Club they consider warrants expulsion or suspension, but only after deciding in favour of expulsion or suspension at a properly constituted meeting of the Council to which the member has been invited to attend, by at least seven days notice, in writing, conveyed by Recorded Mail. In cases where Council consider action is necessary due to gross misconduct a meeting shall be convened at the soonest possible time where the member will be asked to attend. In any case, where the Council have in accordance with the foregoing procedure, decided to expel a member, they shall then communicate with the member advising the member of Council's decision and giving that member seven days in which to tender a Resignation, failing receipt of which the member shall be expelled.
 - f) To admit on special terms to the privileges of the Club, and subject to such terms as they see fit, persons temporarily resident in the district.
 - g) To fix terms on which Visitors may use the Green and Club premises, and to make all the Regulations and Bye-Laws which in their opinion may be necessary for the administration and management of the Club. All Regulations and Bye-Laws made, orders given and things done by the Council shall be binding on Committees and members until set aside or altered by a General Meeting of members. Regulations and Bye-Laws shall be sufficiently intimated to members by being posted in the Clubhouse.
7. The President, Vice President, Captain and Vice Captain shall be members *ex-officiis* of all Committees.
8. Meetings of Council shall be called by circular, having an agenda of business to be transacted. Meetings of the Committees may be called in the manner provided by Rule 6, or by the direction of the Captain or the Convener of such Committees, or on the requisition of a quorum of members.
9. Special General Meeting of Members may be called in the manner provided by Rule 6 or by direction of the Captain, or on the written requisition of thirty members of the Club. At all meetings of members, fifty shall form a quorum. Any decisions reached at such Meetings by the membership shall be binding on committee and members for a period of twelve calendar months or until the next Annual General Meeting of the Club. Notice of at least three days shall be given by the Council of all meetings but if urgent business has to be disposed of, a Council or Committee Meeting may be called on twenty-four hours notice.
10. At all meetings of the Club or Council, the President, and in his absence the Vice President shall preside. At Meetings of Committees, Convener or Captain shall preside, failing whom any member appointed by the meeting.

11. At all meetings of the Club, Council or Committee, the voice of the majority shall prevail (unless as provided for in Rule 31). The Chairman shall have, in addition to his deliberate vote, a casting vote in cases of equality. Members under sixteen years of age shall not have a vote.
12. Candidates shall be nominated for Membership by two members of the Club, and the names and addresses of candidates and of the nominators, shall be intimated to the Council and shall be displayed in a conspicuous place in the Club for at least a week before their election by Council, and if no objections are lodged within that period, the candidates will go forward for election as vacancies occur.
13. The admission of members shall be subject to a ballot of the Council, or of a Committee appointed by the Council to secure election, candidates for membership must receive on a ballot, a majority of the Council or Committee voting at the meeting at which the ballot takes place.
14. The membership shall consist of eleven classes;
 - a) Honorary Life
 - b) Life: maximum of 45 Ordinary & 5 Associate Golf
 - c) Ordinary: 450 maximum. SGU and Associate Golf members will be subject to their respective tee closures for competitions.
 - d) Associate Golf: 50 maximum, subject to the terms and conditions as defined in the membership class
 - e) Junior 100 maximum
 - f) Country
 - g) Associate
 - h) Related Membership
 - i) Social
 - j) Senior
 - k) Intermediate – Intermediate members will be counted as ordinary members for the purposes of assessing the maximum number of members permissible under the constitution.

Nominations shall state the Class under which membership is asked. The Class under which Entry is first obtained shall not (unless in the case of Juniors) be changed except with the consent of Council. Juniors on attaining the age of eighteen shall be transferred to Class (k) Membership.

15. On admission, the Entrance Fee in each Class shall be such sum as the Council may from time to time fix. Lapsed membership may, at the discretion of the Council, be resumed without payment of the full Entry Fee. A new member will have the option to pay the Entry Fee, by agreement, phased over a three year period.
16. In addition to the Entrance Fees payable on admission, subscriptions shall be payable as follows:

a)	Honorary Life	0% of Ordinary
b)	Life: *Ordinary	28% of Ordinary
	Associate Golf	12.5% of Ordinary
c)	Ordinary:	100% of Ordinary
d)	Associate Golf	50% of Ordinary
e)	Junior 100 maximum	
	(<10 years of age)	Free 1 Year Only, then 5% of Ordinary
	(11-12 years of age)	5% of Ordinary
	(13-14 years of age)	10% of Ordinary
	(15-17 years of age)	15% of Ordinary
f)	Country	25% of Ordinary
g)	Associate	7.5% of Ordinary
h)	Related Membership	£10.00

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| i) | Social | £50 plus Vat |
| j) | Senior: **Ordinary | 55% of Ordinary |
| | Associate Golf | 25% of Ordinary |
| k) | Intermediate | |
| | (18-20 years of age) | 33% of Ordinary |
| | (21-22 years of age) | 50% of Ordinary |
| | (23-25 years of age) | 75% of Ordinary |

***Life to move to 33% over 3 years from 2015 AGM, increases as follows 3%, 3%, 2% respectively. To be held for a period of 3 years after final increase.**

****Senior will move to 66% over 3 years from 2015 AGM, increases as follows 5%, 5% 6% respectively. To be held for a period of 3 years after final increase.**

17. The Council shall have the power to confer Honorary Life Membership on any person whom they consider has merited the honour for outstanding service to the Club.
18. a) Any person having attained the age of sixty five years and having been a member for at least twenty five years, may become a Senior Member.
18. b) Life membership shall be limited to **45** (Life Ordinary) and **5** (Life Associate Golf) members from **1st March 2015**. This figure may be adjusted at the discretion of Council. Life membership to be categorised as follows: -
- Must have held Senior Membership for at least 3 years
 - 5 day golf (week days only)
 - No voting rights
 - Static percentage of ordinary fees.
- The criteria for membership will be based on: -
- Date of application
 - Seniority
 - Age
18. c) Associate Golf membership shall be limited to 50 members from the 1 April 2011. This figure may be adjusted at the discretion of Council. Entry into this class of membership will be at the discretion of council.
19. Persons temporarily resident in the district, and being members of a recognised Golf Club, shall be eligible as temporary members. They must make written application to the Council, and their admission shall be subject to the approval of the Council thereafter. No temporary member shall participate in any of the privileges of the Club until his subscription has been paid. The Council may, at any time, restrict the number of temporary members to be admitted and the days on which they may be allowed to play. Temporary Members shall not have the privilege of introducing visitors to the Green. Temporary Members subscription shall be the same as Ordinary Members.
20. The Council shall have the power to admit as temporary members, with or without payment, to all privileges of the Clubhouse and Green, for one or more days, members of any golf club or association, for the purpose of engaging in a match or competition, and attested by the signature of the Captain or permission of Council.
21. The grade of Country Member can be granted at the discretion of Council to individuals who reside out with a radius of fifty miles from the Golf Club. Such Members may only play in one competition per month **and are not permitted entry into any matchplay competitions. Country Members cannot win any silverware.**

Country Members must re-apply prior to the 31st December each year confirming their residence.

22. The grade of Associate Member can be granted at the discretion of Council subject to the following criteria being met.
- a) Minimum ten years membership in another grade(s)
or
 - b) Illness would be a consideration

The following conditions will apply to this grade of Membership.

- a) No golf can be played
- b) No voting rights.

- 22a. Members in the following categories of membership.

- a) Honorary Life
- b) Life
- c) Ordinary
- d) Associate Golf
- e) Country
- f) Associate
- g) Senior
- h) Intermediate

Shall have Clubhouse privileges extended to their Spouse/Partner for the duration of their membership, but only where Related Membership is taken out. The said Spouse/Partner will be required to adhere to all Clubhouse Rules and Etiquette. The said members will be responsible for their behaviour within the Clubhouse, as such; the said Spouse/Partner will in effect be extended a "Related Membership" of the Club until such time as their Spouse/Partner ceases to hold a membership in the aforementioned categories.

- 22b The grade of Social Membership (number to be agreed from time to time by the Council as the situation demands) can be granted at the discretion of the Council on receiving an application form Proposed and Seconded by Full Members of the Club. Should Social Membership be granted the Proposer and Secunder take full responsibility for the conduct of the individual.

The following conditions apply to this grade of Membership.

1. No Voting Rights.
2. Must comply with the Club Rules and codes of conduct.
3. Golf is permitted in accordance with Rule 29.
4. No relate membership privileges for Spouse/Partner.
5. Introduced Visitors – limited to Spouse/Partner and two Guests.
6. No Function Booking privileges.

23. The property, effects and monies of the Club shall belong to the members *pro rata* during membership, but the rights and interest of every member shall be personal, and limited to the individual, and shall expire with membership, and shall not be assignable or pass to heirs or executors.
24. Members on admission shall receive from the Council intimation of their election and receive information of the amount of Entrance Money and Annual Subscription payable. A copy of the Club Rules is available in the Clubhouse.
25. Members become liable for annual subscriptions on 1st January each year. An initial instalment (Part 1) equal to approximately 50% of the full annual fee will be payable by 31st January. The Club may phase the charges as follows:-

- (a) Members not paying Part 1 fees by the 31st of January shall be liable to pay all fees in full (including late payment charges) by the 31st of March or face exclusion from all golfing and clubhouse privileges until paid in full.
 - (b) Where members have paid "Part 1" fees by the due date of 31st January, the balance of fees will be payable by 30th April, or face exclusion from all golfing and clubhouse privileges until paid in full.
26. A 10% penalty will be applied to all subscriptions paid later than the due dates described in paragraph 25 above. Any member who fails to pay the annual subscription in full, including any associated late payment penalty, within one month of the due date shall not be entitled to any of the privileges of the Club. Any member with subscriptions more than one month in arrears shall be notified accordingly and the member's name shall be posted in the Clubhouse. Where amounts, including late payment penalties, are more than 2 months overdue, the Member shall ipso facto, cease to be a member of the Club but shall, notwithstanding, remain liable for the subscription.
27. Members wishing to withdraw from the Club must intimate to the Council in writing, not later than 31st January, otherwise they will be liable for the subscription for the ensuing year. Members withdrawing from the Club, or whom, from any cause or in any way, cease to be members, shall have no claims upon the funds or property of the Club, or repayment of any Entry Money or Annual Subscription. They shall, however, be liable for all claims to the date from which their names are directed to be removed from the Register of Members.

Use of Green and Clubhouse

28. The use of Green and Club by Associate Golf members and Junior members shall be subject to such conditions as the Council may from time to time determine.
29. Any member may introduce a total of six visitors to the Green in any one year at reduced one round rates on weekdays and Sundays. These rates, together with those for other introduced visitors will be agreed at the Annual General Meeting. No introduced visitor can be admitted more than six times in one year.

Restrictions as to Sale of Liquor

30. a) No member of the Committee of Management and no Manager or Servant employed in the Club shall have any personal profit in the sale of excisable liquor therein, or in the profit arising from such sales unless authorised by Council.
- b) No visitor shall be supplied with excisable liquor in the Club unless on the invitation and in the company of a member, and such member shall, upon the admission of such visitor to the Club premises, or immediately upon his being supplied with such liquor, enter his own name and the name and address of the visitor, and the date, in a Book which shall be kept for the purpose.
- c) No excisable liquor shall be sold or supplied for consumption outside the premises of the Club, except to a member on the premises and for his own consumption, or to a person holding an excise licence for the sale of such liquor.
- d) No excisable liquor shall be supplied to any person under eighteen years of age, or to any person who is a temporary member for a day, week or a month unless such person's name has been proposed by a member and his name and designation exhibited on the Notice Board for at least one week prior to his admission.
- e) Intoxicating liquor shall be sold or supplied in the Club within hours laid down by the Licensing Act.

Alterations of Rules

31. The Rules and Bye-Laws of the Club shall not be altered unless by a majority of two-thirds present and voting at a meeting of members specially called or at the Annual General Meeting. Previous intimation of the terms of any proposed alteration, either by Notice of Motion or in the circular calling the meeting shall be given. Notices of Motion for consideration at the Annual General Meeting must be intimated to the Council not later than 15th January.

Non constitutional notices of motion must be notified to the Council three weeks prior to the A.G.M. Such notices of motion will be carried by a straight majority.

BYE-LAWS of CLYDEBANK AND DISTRICT GOLF CLUB (Revised 27th February 2015)

1. GENERAL

1. **Contravention of Bye-Laws:** Any Member acting in contravention of these Bye-Laws tenders himself liable to be dealt with in accordance with Article 6 of the Constitution and a Member shall be liable for any breach committed by his visitor, or his own or his visitor's caddy.
- 1.2 **Entering or Leaving the Green:** No one shall enter or leave the Green except by the gate provided.
- 1.3 **Change of Address:** Any Member changing his address shall notify the same, in writing to the Council and failing such intimation, all intimations sent to the old address will be held as being duly delivered.
- 1.4 **Complaints:** No complaints shall be considered by the Council unless made in writing to the Council, and no unauthorised Member shall subject any servant of the Club to a personal reprimand.
5. **Dogs:** No dogs shall be permitted on the Green except on a leash.

2. VISITORS

- 2.1. **Permits:** Any Member, by applying to the Captain or Council, may obtain on behalf of a friend visiting from overseas a Permit, to play on the Green, but the same friend shall not be introduced by any Member on more than two occasions in the course of the year.
- 2.2 **Special Permits:** The Council shall have the power to issue permits granting the use of the Green for a Competition, Tournament or Club Outing.
- 2.3. **Restricted Dates:** No introduced Visitor shall play on the Green on the days of Medals or other competitions until All competitors have played off, or on other days the Council may determine. Visitors shall only be allowed play with Members introducing them.
- 2.4 **Withdrawal of Privileges:** The privileges of introducing a visitor and the visitors' privilege of being introduced may be withdrawn from any Member or Visitor at any time at the discretion of the Council.
- 2.5 **Persons Ineligible:** No person shall be eligible to be introduced to the Clubhouse or Green who has been rejected as a Member, or has ceased to be a Member in contradiction to the terms of the Constitution, unless in circumstances which have been acceptable to the Council.

6. **Visitors' Book:** The books of the Club containing the names and addresses of all Visitors to the Clubhouse and Green shall be submitted to Council for scrutiny at each meeting of Council.

3. **FOR PLAY**

3.1 **Rules of Golf:** The Rules of Golf, as they may be fixed from time to time by the Royal and Ancient Golf Club at St. Andrews, shall be the Rules of Play, except in so far as these may be modified by any Local Rules adopted by the Club.

3.2 **Club Competitions:** The Club fixtures for the year shall be arranged by the Council and notice thereof given to each Member. The Council shall have the power to arrange other Club Competitions in the year and notice of such shall be posted in the Clubhouse.

3.3 **Order of Starting:** The Council is responsible for the order of starting in General Play and Competitions. The Council is responsible for the appointment of the Starter.

3.4 **Competition Ballot:** In all Club Competitions, the method of balloting to determine Partners and order of starting shall be arranged by the Council

3.5 **Ties:** Ties in all Medal Competitions shall be decided by the best score over the last nine holes or lesser number, as may be found necessary

6. **Turf:** Every Member shall replace, or see replaced, turf removed by him or his Visitor during play.

7. **Practice Play:** There shall be no practice on the putting greens or tees.

8. **Balls crossing the designated boundary of the Course:** Any player who hits a ball, which crosses the designated boundary of the course is obligated to enter his/her details into a book which will be located behind the bar. Necessary details are as follows (name/date/time/point of exit). Failure to do so will result in the member being requested to appear in front of council.

4. **MANAGEMENT IN THE CLUBHOUSE**

1. **Clubhouse:** The Clubhouse shall be opened at such hour as the Council may from time to time determine.

2. **Visitors:** Visitors may be introduced in the Clubhouse, subject to the conditions of the Rules.

4.3 **Refreshments:** Members shall defray whatever expenses they incur before leaving the Clubhouse and the names of Members neglecting to do this shall be reported to the Council.

4.4 **Gratuities:** Gratuities to servants either from Members of the Club or Tradesmen is strictly prohibited.

5. **Property:** No Member shall, on any plea whatever, take away, injure or destroy any newspaper, pamphlet, book or any other article which is the property of the Club.

4.6 **Notice Board:** No Notice or document of any kind shall be placed on the Notice Board or walls of the Club Rooms, except by the authority of the Council, or Golf Convener.

4.7 **Dogs:** No dog shall be taken into the Clubhouse, other than registered assistance dogs.

4.8 Lockers: Locker allocation shall be at the sole discretion of the House convener. Any applications for change in locker allocation must be made in writing and agreed by the House Convener.