



WEST LINTON GOLF CLUB

CONSTITUTION AND RULES AS AMENDED (16 March 2023)

1. NAME

The name of the Club shall be “West Linton Golf Club.”

2. OBJECTS

The objects of the Club shall be to encourage the playing of the game of golf, and to provide facilities for playing in the neighbourhood of West Linton. The Club shall be a non-profit making body. No surpluses of assets shall be distributed to the Club’s members. Such surpluses shall be devoted to the maintenance or improvement of golfing facilities except in the case of dissolution of the Club as described in paragraph 25.

3. MEMBERSHIP

- a) Full Members only shall have voting rights.
- b) Junior Members shall be under 18 years of age on 1st January of the year in which they are Junior Members. They shall be subject to such restrictions as may be imposed by the Council from time to time. They shall have no voting rights. They may play in senior competitions at the discretion of the Council.
- c) Honorary Members. Upon a recommendation by the Council of the Club it shall be competent for two thirds of the members present and voting at a General Meeting to confer upon any person the distinction of Honorary Life Membership, in recognition of services rendered to the Club or to the Game of Golf. Honorary Members shall be entitled to all privileges of Full Membership.
- d) Temporary Members. The Council shall have the power to grant Temporary Membership. The persons eligible for such membership will be:
 - i) Members of Golf Clubs or other persons who may be invited by the Council to any Club Match, Competition or Function to be held by the Club.

- ii) Visitors to the Course who have paid the Green Fee current at the time and who have played or intend to play golf. Temporary Membership shall only be valid for the day of the visit.
 - iii) Visitors to the clubhouse who have paid an appropriate Associate member fee. Temporary associate membership shall only be valid for the day of the visit.
- e) Five Day Members. Five Day Members shall be 18 years of age and over. They shall have no voting rights. Five Day Members will only be permitted to play on Mondays to Fridays inclusive and shall be subject to such restrictions as may be imposed by the Council from time to time. Five Day Members will be permitted to use the Clubhouse facilities at all times.
 - f) Young Adult members shall be 18 – 31 years of age. They shall have no voting rights except that where a Young Adult Member stands for and is elected to Council, that Member shall have the full voting rights of a Full Member for their period of service or tenure.
 - g) Country Members. Country Members shall be 18 years of age or older and shall have no voting rights. Country Members shall reside out with the EH and ML postcode areas and out with a 35-mile radius of West Linton Golf Club and shall be subject to such restrictions as imposed by Council from time to time.
 - h) Associate members: Associate members shall be 18 years of age or older and shall have no voting rights. They shall be entitled to two rounds of golf annually. They shall have no other golfing rights. They shall have rights to use the clubhouse, including bar, patio, and dining facilities.
 - i) The Council shall have the power to introduce categories of membership to meet specific needs. Such members may have the same rights and playing privileges as Full Members but shall have no voting rights.

4. PLAY

Play shall be permitted on all days of the week.

5. PROPERTY

The whole property of the Club, subject to the liabilities thereof, shall belong to the members for the time being. No member shall by reason of his membership have any transmissible interest in any such property. On any member ceasing by death, resignation or otherwise to be a member, all his interest shall accrue and belong to the other members for the time being.

6. TRUSTEES

- a) The whole property of the Club, heritable and movable, shall be vested in Trustees for behoof of the members of the Club.
- b) The Trustees shall have necessary powers to carry out the business of the Club in accordance with the current normal business practices and to borrow funds by fixed term loan, hire purchase, lease-agreement and to arrange overdraft facilities. In addition, with the authority of a majority of the members present and voting at any General Meeting, to purchase heritable property, to borrow monies by means of secured loan, and to arrange and execute Leases, Bonds or Debentures for borrowed money, Feus and other Deeds as may be required, and the obligations undertaken on behalf of the Club in such Deeds shall be binding on every member of the Club.
- c) The Trustees shall consist of the Captain, Vice-Captain and Treasurer for the time being. They shall hold office in their Club for behoof of the members, and as such no personal liability shall attach to them in respect of their duties, and they shall be relieved of all personal responsibility and indemnified for their *bona fide* actions by members of the Club.

7. COUNCIL

- a) The Captain, Vice-captain and Treasurer shall be elected annually by a majority of votes of the members present and voting at the Annual General Meeting. The Captain and Vice-captain shall not hold office as Captain and Vice-captain respectively for more than two successive years.
- b) The Trustees along with nine Club members shall form the Council of the Club. The Club may also, if it so desires, elect an Honorary President and any number of Honorary Vice-presidents.
- c) Members of the Council shall be elected by a majority of votes of the members present and voting at the Annual General Meeting of the Club. They shall hold office for three years after which they shall retire by rotation and shall be eligible for re-election.
- d) The Council shall have power to fill any vacancies which may occur during the year, and Members of Council so co-opted shall retain office until the next Annual General Meeting when they shall be eligible for election in the ordinary course. They shall retire from the Council at the time the Members whose vacancies they are filling would have retired.
- e) All nominations for membership of the Council shall be sent in writing to the Secretary so as to be in his hands at least three days before the Annual General Meeting. Such nominations must be signed by a Proposer and a Seconder and must be accompanied by the written consent of the nominee.
- f) In the case of nominations for any post as Trustee, nominations must be submitted in writing to the Secretary to be in his hands no later than 31 January

immediately preceding the Annual General Meeting. Such nominations must be signed by a Proposer and Secunder and must be accompanied by the written consent of the nominee. The Secretary shall record in the notice calling the Annual General Meeting the names of any nominees proposed for election, stating whether a contested election will be held. This provision regarding nomination does not apply to any existing Trustee who intends to continue in office in accordance with the provisions of clause 7a, although that intention will be noted in the notice calling the Annual General Meeting if it will result in a contested election.

- g) No Trustee shall rent or lease land to the Club and no Trustee shall be a relative, business partner or person acting under the direction of any person leasing or renting land to the Club.
- h) The Council shall hold periodical meetings.

8. MANAGEMENT

The Management of the affairs of the Club, including the admission of members, the upkeep of the Course and the Clubhouse and the arrangement of Competitions shall be in the hands of the Council who shall be entitled to appoint Sub-Committees with powers to carry out any of their functions. Members of Sub-Committees shall not necessarily be Members of Council. No personal liability shall attach to Council or Sub-Committee Members in respect of their duties, and they shall be relieved of all personal responsibility and indemnified for their *bona fide* actions by members of the Club.

9. DUTIES OF SECRETARY

The Secretary, who shall be appointed by the Council, preferably from the membership, shall be responsible for the conduct and management of the affairs of the Club subject to the directions of the Council.

10. DUTIES OF THE TREASURER

The Treasurer shall oversee and manage along with the members of the Finance Sub-Committee the receipt of monies due to, the investment of monies belonging to, and disbursements made for, the Club. They shall make up an Account of transactions each year to 31st December, which shall thereafter be inspected by one or more persons appointed in accordance with Clause 11 and submitted to the Annual General Meeting for approval. A copy of the abstract of the Accounts, together with the report of the Internal Examiner(s), shall be sent to the members with the notice calling the Annual General Meeting.

11. EXAMINATION OF ACCOUNTS

The Accounts of the Club shall be inspected by one or more members, referred to as Internal Examiners, who shall prepare a report for submission to the Annual General Meeting, confirming the completeness and accuracy of the Accounts. The Internal Examiner(s) shall be someone of appropriate experience and/ or knowledge and shall be appointed initially by Council, with reappointment proposed at the Annual General Meeting annually. They may be a member of the Club but not of the Council. The Council shall be entitled to require an External Audit of the Accounts, to be carried out in addition to the annual audit by Internal Auditors.

12. GENERAL MEETINGS

- a) The Annual General Meeting of the Club shall be held in March or April. At that Meeting, the Council's Report and the Accounts for the year ending 31st December preceding, with the Examiner's report thereon, shall be submitted. Trustees, Members of Committee and Examiner's for the ensuing year shall be elected, and any other competent business transacted.
- b) Notice of any business to be submitted at the Annual General Meeting must be in the hands of the Secretary not later than 31st January and shall be included in the notice calling the Meeting.
- c) An Extraordinary General Meeting of the Club shall be called by the Secretary at the request of the Council, or on the requisition in writing of not less than fifteen members of the Club.
The object of calling such a Meeting shall be specified in the requisition and in the notice calling the Meeting. No other business shall be transacted at the meeting.
- d) All General Meetings of the Club shall be called by circular issued at least seven days previous to the date of the meeting, such circular can be by paper or electronic means and includes posting on the club notice board and web site.
- e) Council shall be entitled to permit meetings including Annual, Extra-ordinary, Council and Sub-Committee meetings to proceed by virtual means or by a hybrid of face to face and virtual means. Such meetings shall be subject to the same requirements for a quorum. All references to members being present and voting shall include members attending by virtual means.

13. CHAIRMANSHIP OF MEETINGS

All meetings, whether of the Club or of the Council, shall be presided over by the Captain or, in their absence, by the Vice-Captain. In the absence of both the Captain and the Vice-Captain, a Chairman shall be elected by the meeting. The Chairman of any Meeting shall have a deliberative vote and shall also have a casting vote in the event of equality.

14. QUORUMS

- a) At all meetings of the Club thirty members present shall form a quorum.
- b) At all meetings of the Council four members present shall form a quorum.

15. APPLICATION FOR MEMBERSHIP

Candidates for admission as members of the Club must apply to the Secretary. Their names must be submitted to Council for approval at the next Council Meeting who shall have power to admit Members and to refuse admission without assigning a reason. When a Member is admitted the Secretary shall intimate the fact to them and shall inform them that payment by them of their Subscription shall be held to signify their assent to abide by the Rules and Byelaws of the Club. If payment is not made within one month of the intimation of admission, the application shall be held to have been dropped.

16. SUBSCRIPTIONS

- a) The Annual Subscription for Membership shall be such amounts as may be fixed from time to time by the Council except that the Annual Subscription shall not be increased by more than 7.5% in any one year without the approval of Members in General Meeting. Subscriptions are payable in advance and fall due on the 1st of January each year. Members whose subscriptions are not paid by 1st February shall be notified by the Secretary during February that if payment is not made by 1st March their membership and booking rights shall be suspended and thereafter may be terminated by Council.
- b) In setting annual subscriptions for the different membership categories, the amount shall be set relative to the amount for full membership, at the discretion of Council.
- c) Council shall be entitled to Offer Membership Promotions in order to encourage new members, but that after taking into consideration the subscriptions paid by existing members.

17. GREEN FEES

Green Fees for Temporary Membership shall be such amounts as may be fixed from time to time by the Council. Temporary Membership shall include use of course and clubhouse with its facilities for the period covered by the green fee.

18. ASSESSMENTS

The Club by a majority of votes of the members present and voting shall have power, at any General meeting, to assess the Full Members (including all those on the Membership Roll at the time of the calling of the meeting) equally for payment of such sum as may be considered necessary for liquidating the obligations of the Club, and any member failing to make payment of their share within thirty days after written notice by the Treasurer demanding payment of the same, shall cease to be a member of the Club, and their name shall be struck off the Roll of Members, but they shall, notwithstanding, remain liable for their share of the Club's obligations.

19. RESIGNATION OF MEMBERS

Any member wishing to resign their membership shall give written notice to the Secretary before the date of the Annual General Meeting and shall pay all arrears of subscription due by them at the date of such notice. Notwithstanding such notice they shall remain liable to pay their share of any Assessment that may have been or may thereafter be made in respect of obligations incurred before the date of such notice. A member failing to give such notice shall be liable for their subscription for the current year.

20. SUSPENSION AND EXPULSION OF MEMBERS

Upon being satisfied that any member has acted in defiance of the rules or Bye-Laws of the Club, or otherwise has made themselves offensive, the Council or their appointed Sub-Committee shall have power, to suspend or expel such member; if expelled they shall not be entitled to repayment of any part of their subscription, nor have any other claim against the Club or Council in respect of such expulsion; and any member so expelled shall thereupon forfeit all right and interest they may have had as a member of the Club.

21. TITLE TO SUE

The Trustees shall have full power and authority to sue on behalf of the Club.

22. COMPETITIONS AND MATCHES

Competitions and Matches may be held at such times as the Council may fix. Intimation shall be posted on the notice board and / or on the Club website, and the Council shall have power to reserve the course for such Competitions or Matches. The Council shall have the right to refuse competition entries from Members whose subscriptions are unpaid at any time.

23. RULES OF GOLF

The Rules of Golf, as they may from time to time be fixed by the Royal and Ancient Golf Club, St Andrews, shall, so far as applicable and subject to such Byelaws and Local Rules as may be enacted by the Council, be the Rules observed by the Club.

24. BYE-LAWS AND LOCAL RULES

Subject to the provisions contained in these Rules, the Council shall have power to frame Byelaws and Local Rules which shall be binding on all members. All Bye-Laws and Local Rules shall be printed on the Club score cards and / or on the Club website.

25. DISSOLUTION OF THE CLUB

If two-thirds of the members present and voting at a General Meeting are in favour of the Club being dissolved, the Council shall, within four weeks, arrange for a vote on the question by all Full Members of the Club; if three-quarters of the votes cast in such a vote are in favour of the Club being dissolved it shall be dissolved forthwith and the surplus assets of the Club, if any, shall be handed over to another Golf Club to be selected by the Council and approved by the Scottish Sports Council or similar body.

26. ALTERATION OF CONSTITUTION AND RULES

The Constitution and Rules shall not be altered except with the consent of not less than two-thirds of the members present and voting at an Annual General Meeting, or at an Extraordinary General Meeting called for the purpose (whether physical or virtual).

27. The Council shall manage the day-to-day administration of the Clubhouse and bar either directly or through a Sub-Committee.

28. The Council or any person employed in or by the Club shall have no personal interest in the purchase by the Club or in the sale in the Club of alcoholic liquor, or in the profits arising from such sales. The Club shall not pay emoluments based on surpluses or turnover of any aspect of Club activity to any Trustee, relative of a Trustee, business partner of a Trustee or person acting under the direction of a Trustee.

29. Members guests shall not be supplied with alcoholic liquor in the Club premises unless on the invitation of and in the company of a member, and duly signed into the Guests register. A member may only introduce three guests per day to the playing privileges of the course. Further, any member may take a friend or friends

to the Clubhouse at any time, but such friend or friends shall on no account be eligible to play the Course except under the rules as above stated. The names of such friends must be entered into the Guest book. Only full members shall be supplied with alcoholic liquor for consumption off the premises.

- 30.** In respect of Bar hours and all other matters concerned with the sale of liquor on the Club premises, there shall be strict adherence to the terms of the Licensing (Scotland) Act 2005 or such other statutes as may be in force from time to time. No alcoholic liquor shall be supplied except under the Terms of the Club's license.

31. COMPLAINTS

No complaint will be considered by the Council or its Sub-Committee unless made in writing to the Secretary, in accordance with the clubs complaints policy.