

# The CONSTITUTION of TILlicOUNTRY GOLF CLUB

## Adopted December 2023

### History:

<b>Current Version</b>	<b>Previous Version</b>	<b>Changes from previous</b>
December 2013	December 2012	Clause 28: Junior /Juvenile subscription amended
December 2014	December 2013	Clause 2: membership category amended Clause 3: Amended to cover life membership. Clause 4: Membership limits amended. Clause 6: Qualifying members amended. Clause 8: Council membership amended. Clause 9: Term of office amended. Clause 16: Criterion for minute amended. Finance Convenor actions amended. Clause 28: Winter admissions amended.
December 2015	December 2014	Clause 8: Amended to remove Greens Convenor post and clarify sharing of posts. Clause 12: Amended to remove reference to example sub committees.
December 2018	December 2015	New paragraph added to Clause 8 Clause 8 Paragraph 2 amended
December 2021	December 2018	Amendment of Clause 31: Club Assets
December 2023	December 2021	Amendment of Clauses 2, 6 and 27: Student Memberships added.



**Table of Contents**

Name of the Club .....4

Membership .....4

Office Bearers: .....5

Meetings: .....7

Borrowing: .....7

24 Admission of Members: .....7

24.1 Admission Process .....7

24.2 Right of Appeal.....8

Subscriptions: .....8

Property: .....10

Club Assets: .....10

Assessment of Members: .....10

Compliance with Constitution and Rules: .....11

Alteration of Constitution: .....11

**Name of the Club:**

1. The Club shall be called Tillicoultry Golf Club and shall be a Non Profit Making Body dedicated to the supply of sporting services.

**Membership:**

2. The membership shall consist of Honorary, Gentlemen, Lady, Senior, House, Student, Youth, Junior, Juvenile and Temporary members.

3. Life memberships taken out prior to the date of this constitution shall remain in place but new life memberships will be not offered.

4. The membership shall be limited to such numbers as may from time to time be fixed by the Club and shall only be altered under the terms of Article 24 & 28 hereof. To be properly constituted the Club must have a minimum of 25 members.

5. It shall be competent for two thirds of members present at a general meeting of the Club on the recommendation of the Council and in recognition of renown as a golfer, or of services rendered to golf, or the promotion of the game of golf, to confer upon any Lady or Gentleman the distinction of Honorary Membership in accordance with Para 2(h) of The Licensing (Clubs) (Scotland) Regulations 2007 [LCSR 2007].

6. Youth, Student, Adult, Senior Members, Life and Honorary Members of the Club shall be qualifying members and will be eligible to attend and vote at any general meeting of the Club and to stand for election to the Club Council.

7. Ladies and Gentlemen will be eligible to become a Senior Member of the Club on attaining the age of 65.

8. The management of the Club shall be vested in a Club Council which shall consist of a minimum of four (4) and a maximum of nine (9) qualifying members of the Club. To be properly constituted, the Club must elect to Council, a President, Vice President, Club Secretary and Finance Convenor to act as Principle Office Bearers of the Club. No one individual may hold more than one of these positions. The Club Council officials shall also be trustees of the Club and shall hold a property of the Club in their name and shall be entitled to be sued or sue as trustees of the Club. They shall be indemnified by the Club where acting in good faith in their capacity as trustees of the Club.

Of the remaining five Club Council posts, three qualifying members will be elected to fill the posts of Match and Handicap Secretary (Gentlemen), Juniors Convenor and Sponsorship Convenor. The Ladies Section may nominate up to two eligible qualifying members from their section to serve on the Council. In the event that all five posts are not filled, the duties may be shared amongst the other members of the Council. However, no one person shall have more than one deliberate vote.

**Office Bearers:**

No office bearer shall rent or lease land to the Club.

No office bearer shall be a relative, business partner or person acting under the direction of any person leasing or renting land to the Club.

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.

9. All Club Council members will be elected annually and will be eligible for re-election. Members who have consented to stand for election shall have their name supported by two qualified members submitted in writing to the Secretary two weeks before the AGM. Names will be posted on the notice board on this date.

In the event of no nominations being submitted by the due time specified above, nominations may be accepted from the floor of the duly convened AGM. The persons so nominated must be present at the AGM and nominations must be supported by two qualified members also present at the AGM.

A member may be co-opted during the year to fill a vacancy.

**10.** The Council shall use all powers necessary for the full and efficient conduct of the affairs of the Club, and all rules made, or orders given by the Council, shall be binding upon every member until set aside by a General Meeting.

**11.** The Council shall hold meetings monthly for the despatch of all competent business. All meetings of the Council shall be called by notice on the Club notice boards and except in a case of emergency, at least three days' notice must be given.

**12.** The Council shall have power to appoint for special purposes such committees as they deem necessary and shall define their remits. The Council shall appoint the Convenors and determine the number of members and the quorum of all Committees.

**13.** The President, Vice-President, Secretary and Finance Convenor shall be ex-officio members of all committees.

**14.** At all meetings of the Club or Council the President, or in his absence the Vice-President shall take the chair, failing any of those, the meeting shall elect a Chairman. At any committee meeting the Convenor shall take the chair.

**15.** The Chairman shall have a deliberate as well as a casting vote at all meetings of the Club Council or Committees.

**16.** The Club Secretary will keep a minute of all General Meetings and Club Council meetings. The minute must record all decisions taken and actions set. It may also include, as an appendix, any pertinent reports or information relevant to the operation of the Club.

The Finance Convenor will ensure that a duly audited statement of accounts, to the 30<sup>th</sup> September, is prepared each year, and will arrange for the audited statement to be forwarded to every member, at least five days before the date of the AGM.

**17.** The Finance Convenor shall open bank accounts in the name of the Club, in which all monies received shall be deposited on Current or Deposit Account or invest as otherwise the Council may determine.

**18.** The Council may appoint a Club Manager who may be salaried and may delegate to him such duties of the Secretary and Finance Convenor as it sees fit. The Club Manager will attend meetings of Council but will not have a vote.

**Meetings:**

**19.** The Annual General Meeting of the Club shall be held in December when Office-Bearers and members of Council shall be elected and a duly qualified statement of the Clubs affairs shall be submitted to the meeting.

**20.** The Council shall have power to call a Special Meeting of the Club and shall be bound to call a meeting within fourteen days on receiving a written requisition signed by at least ten members and stating the matter to be brought up.

**21.** All meetings of the Club to be called by circular giving at least five days' notice and stating the business to be discussed.

**22.** At all meetings of the Club twenty-five shall form the quorum.

**Borrowing:**

**23.** The Club shall be empowered to borrow and grant security

**24. Admission of Members:**

**24.1 Admission Process**

The Council will set the maximum number of members in the Club, dependent only on such factors as the playing capacity of the course and or the safe occupancy of the Club premises.

Applications for Membership of the Club shall be open to all and shall not be conditional on a Proposer or Secunder. The admission process shall rest with the Council, which will consider applications for

membership and may reject such applications subject to the membership limit of the Club and otherwise for good and proper reasons only.

Council will ensure that all applicants are informed, in writing, of the decision within one week of the date of the meeting at which the decision was taken. In the case of a refused application, the applicant will be informed of the grounds for refusal and will be offered, if appropriate, a right of appeal as outlined in Section 24.2

Successful applicants will be informed in writing and on receipt of entry fee (if applicable) and subscription fee, will become members of the Club entitled to the privileges of the Club.

#### 24.2 Right of Appeal

A right of appeal will be appropriate if the grounds for refusing an application are for reasons other than that related to the membership limit of the Club.

The rejected applicant must be advised that an appeal should be lodged, in writing, to arrive with the Club not later than four weeks from the date of notification of rejection. If no appeal is lodged within this time period, Council is entitled to consider the application process closed.

The basis of any appeal lodged will be reviewed by Council and the applicant informed, in writing, of the decision within one week of the date of the meeting at which the review was undertaken.

**25.** On election of a new member the Secretary shall at once give to the member notice thereof in writing and shall furnish such member with a copy of the Constitution and Rules of the Club and request payment of the entry money and subscription but such member shall not be entitled to the privileges of the Club until entry money and subscription shall have been paid. These are due and payable on election.

#### **Subscriptions:**

**26.** The Annual Subscription shall be fixed at the AGM as will the date of the final payment. In



the event that the AGM is not held in December as required by clause 19 a special meeting will be held on the second Thursday in December to fix the Annual Subscription with the final date for payment being the first Saturday in March.

**27.** Juvenile members shall comprise Boys/Girls aged 14 years or under on 1<sup>st</sup> January of the current year.

Junior membership shall comprise Boys/Girls aged over 14 and under 18 on 1<sup>st</sup> January of the current year. Youth membership shall be available to persons aged 18 – 25 on 1<sup>st</sup> January at a subscription equal to 50% of the current full adult rate.

Student membership shall be available to persons aged 26 and over in full-time education.

**28.** Those members who have not paid their Annual Subscription by the final date will be lettered by the Club Administrator, given 14 days to make payment and fined a sum fixed by the Council. The fine must be paid before membership is issued.

Junior and Juvenile Members' Annual Subscription renewals shall be due by the end of March of the current year.

**29.** The Council shall have power, to admit as temporary members, with or without payment, to all the privileges of the links and clubhouse, members of any other Golf Club or Association for the purpose of engaging in a Match or Competition.

**30.** The Council shall have the power, on a vote by ballot, by a majority of its entire Council, to suspend any member whose conduct appears to them to endanger the character, interests or good order of the Club, or acts in defiance of its Constitution and Rules; and at a General Meeting which must be held within fourteen days of which due notice has been given, the Club shall have power, on a vote by ballot, and by a majority of two-thirds of those voting to expel any such member. At least nine days before calling such a meeting the Council shall communicate with the offending member to give him or her the chance of withdrawing from the Club.

**Property:**

31. The property, effects and monies of the Club belong to the gentlemen and lady members of the Club; but the right and interest of every member shall be personal and limited to himself or herself and shall expire with his or her membership and shall not be assigned or attestable or pass on to heirs or executors. Nothing that is before written shall affect the liability of resigned members as defined in Article 32 hereof for their proportion of assessment levied under said Article 32.

**Club Assets:**

The Club is a non-profit making organisation. All profits and surpluses will be used to maintain or improve or develop the Club's facilities or to carry out the objectives of the Association to which it is affiliated. No profits or surpluses will be distributed other than to another non-profit making body on a winding-up or dissolution of the Club.

If, upon the winding up or dissolution of the Club there remains after the satisfaction of all its debts and liabilities any cash or property whatsoever, the same shall be transferred to some other organisation having objectives similar to the objectives of the Club, such organisations to be determined by the members of the Club by Resolution passed at a General Meeting or in the absence of such a resolution to the Association to which the Club is affiliated.

**Assessment of Members:**

32. The Club at any meeting which due notice has been given shall have the power by majority of votes to assess the Ordinary and Lady members (as well as former members as after defined in this Article) 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 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 or her name struck from the roll of members but shall notwithstanding remain liable for his or her share of said assessment. Further any former member who resigned during the year immediately preceding the date of holding any meeting making an assessment on the members shall be liable for his or her proportion of such assessment so far as such

assessment is for the purpose of liquidating the liabilities incurred during such former member's membership of the Club.

**Compliance with Constitution and Rules:**

**33.** A member on payment of Entry Money or Subscription thereby submits himself or herself to the Constitution and Rules of the Club, both as to restrictions enjoined and penalties imposed and on these conditions alone is entitled to the advantages and privileges of the Club.

A copy of the Constitution and Rules shall be available to every member but no member shall be absolved from the effect of this Constitution on any allegation of not having received it.

**Alteration of Constitution:**

**34.** No alteration shall be made in the foregoing Constitution except at the Annual General Meeting or at a Special General Meeting called for that purpose and the notice calling such meeting shall state the alteration and shall not take effect unless approved by two thirds of those voting.

**35.** This Constitution renders null and void all previous Constitutions and precedents adopted by the Club.

**Dated: December 2023**