

CONSTITUTION

CASTLEWARDEN GOLF CLUB

1 NAME AND OWNERSHIP

- 1.1 The Club shall be called "*Castlewarden Golf Club*"
- 1.2 The property of the Club shall be vested in and under the legal control of the Trustees for the time being of the Club in accordance with the provisions of this Constitution on behalf of the Voting Members.

2 OBJECTS OF THE CLUB

The principal object of the Club shall be to promote the amateur game of golf amongst its members, and in furtherance of this object, the Club shall:

- 2.1 provide facilities for playing golf and such other facilities and amenities as are usual, incidental or desirable in a golf club for its members;
- 2.2 accept and recognise the Royal and Ancient Golf Club of St. Andrews as the sole authority for prescribing and implementing the Rules of Golf and the Rules of Amateur Status;
- 2.3 in so far as the Club comprises gentlemen members, the Club shall be affiliated to the Golfing Union of Ireland ("the G.U.I.") and shall conform and abide by the constitution and bye-laws of the G.U.I. and of the Leinster Branch and shall accept and apply to gentlemen members the Standard Scratch Score and Handicapping Scheme as prescribed by the Council of National Golf Unions and such rules thereunder as may require to be implemented by the G.U.I;
- 2.4 in so far as the Club comprises lady members, the Club shall be affiliated to the Irish Ladies' Golf Union ("the I.L.G.U.") and shall conform and abide by the constitution and bye-laws of the I.L.G.U. and of the Eastern District and shall accept and apply to lady members the Standard Scratch Score and Handicapping Scheme as prescribed by the I.L.G.U. and such rules thereunder as may require to be implemented by the I.L.G.U;

- 2.5 generally promote and advance the affairs of the Club and seek the improvement of the facilities available to members;
- 2.6 promote and play such other games as the members may from time to time decide at a General Meeting;
- 2.7 make the facilities of the course and part of the clubhouse available to the G.U.I. and Leinster District, and the I.L.G.U. and Eastern District at reasonable intervals in accordance with normal practice;
- 2.8 be fully committed to safeguarding the well-being of its members and to promote among its members that they should, at all times, show respect and understanding for their rights, safety and welfare, and conduct themselves in a way that reflects the principles of the Club and the guidelines contained in the *Code of Ethics and Good Practice for Children's Sport in Ireland and Golf's Safeguarding Policy*.

In working with young people in golf our first priority is the welfare of the young people and we are committed to providing an environment that will allow the participants to perform to the best of their ability, free from bullying and intimidation

3 CLUB COLOURS

- 3.1 The Club colours shall be decided by the Management Committee.
- 3.2 The Club emblem shall be decided by the Management Committee and once decided shall not be altered except by a Special Majority at a General Meeting.

4 MEMBERSHIP

- 4.1 In addition to Affiliate Members the Club shall consist of no more than 934 members divided into the following categories of Members:
- 4.2 **Voting Members** who shall number no more than 734 Members all of whom (with the exception of Honorary Members who have never been Full Members) shall receive notice of, and be entitled to attend, speak and vote at all General Meetings of the Club and may make full use of all of the Club's facilities without limit in accordance with the regulations provided in that regard by the Management Committee. All persons who transferred from Associate Membership to Full Membership prior to 31st day of May 2004 shall be deemed to have been Full Members from the date they became Associate Members.

Voting Members shall comprise the following sub-categories of members:

- (a) *Full Members* - persons who on the date of their election to membership shall be aged not less than eighteen years;

- (b) Honorary Life Members are members of the Club who have distinguished themselves by their service to golf or to the public at large, or who have rendered special service to the Club. They are elected at a General Meeting of the Club, at the recommendation of the management committee, having received a Special Majority of the vote of those present. They shall enjoy all the rights of Ordinary Members and they shall retain membership for life or until resignation at their own request or if requested to resign by the Management committee and validated by a special majority of the voting members at a general meeting of the club.
- (c) *Life Members* - persons who on the date of their election to membership shall be aged not less than eighteen years and who shall number no more than 67 persons.

4.3 **Non Voting Members**, who shall number no more 200 persons and shall comprise the following sub-categories of members:

- (a) *Associate Members* persons who were Associate Members on the 1st April 2004, who shall number no more than 200 (inclusive of Life Associate Members) less the total number of 5 day Members for the time being. They shall be entitled to play golf on the Club's Course at any time from Monday to Friday inclusive, subject to the regulations provided in that regard by the Committees.
- (b) *Life Associate Members* - persons who were Life Associate Members on the 1st April 2004 and who shall number no more than the difference between the number of Life Members for the time being and 67 persons. They shall enjoy the same rights as Associate Members.
- (c) *5-day Members* who shall number no more than 200 persons less the total number of Associate and Life Associate Members for the time being. They may make full use of the Clubhouse and shall be entitled to play golf on the Club's Course at any time from Monday to Friday inclusive, subject to the regulations provided in that regard by the Committees but not at any time on Saturdays or Sundays, except upon payment of the appropriate green fee or in open or invitation competitions upon payment of the appropriate entry fee.

4.4 In addition there shall be Affiliate Members of the Club who shall comprise the following categories of members:

- (a) *Junior Members* - persons who on the date of their election to membership shall be not more than seventeen years. They may make full use of the Clubhouse and shall be entitled to play golf on the Club's Course at any time, subject to the regulations provided in that regard by the Committees, provided they are in the company of a Voting Member unless playing in a competition for Junior Members.

- (b) *Intermediate Members* - persons who on the date of their election to membership shall be aged not less than eighteen years and on the 1st of January in any subsequent year shall be not more than twenty four years. They may make full use of the Clubhouse and shall be entitled to play golf on the Club's Course at any time, and in certain selected Club competitions, subject to then regulations provided in that regard by the Committees.
- (c) *Life Style Members* - persons who shall be aged not less than 25 years and not more than 40 years and who shall not number more than 50 persons of which 10 must be reserved for junior members of the club. They may make full use of the Clubhouse facilities and shall be entitled to play the club course at any time subject to the regulations in that regard by the committees.
- (d) *Pay & Play Members.* persons who shall be aged not less than 25 years and not more than 40 years, and who shall number no more than 30 persons. They may make full use of the Clubhouse facilities, but may only play golf on the Club's course on payment of the appropriate green fee.
- (e) *Overseas Members* - persons who on the date of their election to membership shall be aged not less than eighteen years who ordinarily reside outside Ireland. They shall be entitled to play golf on the Club's Course at any time from Monday to Friday inclusive, subject to the regulations provided in that regard by the Committees but not at any time on Saturdays or Sundays, except upon payment of the appropriate green fee or in open or invitation competitions upon payment of the appropriate entry fee.
- (f) *Temporary Members* - persons to whom the Management Committee shall in their absolute discretion offer playing rights and / or membership for a period to expire not later than the calendar year when that offer is made, upon such terms and conditions as the Management Committee shall determine.
- (g) *Pavilion Members* - persons who on the date of their election to membership shall be aged not less than eighteen years and who shall number no more than 100 persons. They may make full use of the Clubhouse facilities, but may only play golf on the Club's course on payment of the appropriate green fee.
- (h) **Honorary Members** are persons who, though not Members of the Club, have rendered exceptional service to the Club, or to the game of Golf, or whose distinguished position merits such honour. They are elected by the Management Committee for a period not exceeding one year which shall terminate at the close of the current year. At the discretion of the management committee the award may be renewed, they may enjoy such playing rights on the course as the Management Committee may decide. They may not hold office or attend any General Meeting of the Club or of Castlewardens Ladies' or Men's Clubs.

- 4.5 All members are eligible to play in the Captain's Drive in on payment of the fee determined by the Committees. The fee will be the same for all category of member.
- 4.6 Corporate members are persons to whom the Management Committee shall in their absolute discretion offer playing rights and / or membership for a period to expire not later than the calendar year when that offer is made, upon such terms and conditions as the Management Committee shall determine. They can be voting or non-voting members.

5 SPECIAL MEMBERSHIP RIGHTS OF LIFE MEMBERS

- 5.1 Subject to the provisions of Clause 18, Life Membership and Life Associate Membership shall endure for the lifetime of the member or the Associate Member provided always however that the Management Committee may at any time offer (without obligation on the Management Committee or the Member) a payment to such Life or Life Associate Member (not exceeding half of the then current Entrance Fee for such membership) in consideration of the surrender of such Membership.
- 5.2 Where a husband and wife are each Life and/or Life Associate Members, each of their children shall be entitled to membership as Junior or Intermediate as the case may be when they shall be the appropriate age, without any liability for any subscription or entrance fee, notwithstanding the death of one or both of their parents.

6 OBLIGATIONS OF MEMBERSHIP

Every member of the Club, without exception, shall be obliged:

- 6.1 to familiarise themselves with this constitution and comply and uphold the provisions of this constitution in every respect;
- 6.2 to pay their subscription when it falls due;
- 6.3 to forthwith notify the Honorary Secretary of any change in their address;
- 6.4 to comply with the rules and regulations posted in the Clubhouse by the Committees, and be bound by and act in accordance with any resolutions validly passed by the Committees or the membership in General Meeting;

- 6.5 to comply with the Rules Of Golf and Amateur Status as approved from time to time by the Royal and Ancient Golf Club of St. Andrews;
- 6.6 to show respect and act with understanding for the rights of other members and visitors to the club, their safety and welfare, and conduct himself or herself in a way that reflects the principles of the Club and the guidelines contained in the *Code of Ethics and Good Practice for Children's Sport in Ireland and Golf's Safeguarding Policy*.
- 6.7 not to act in any manner (whether or not within the precincts of the Club) which is or may be prejudicial or harmful to the Club or any of it's members or may bring discredit to the Club or may be harmful, damaging, offensive, or dangerous to any other member or employee of the Club.

7 ELECTION OF MEMBERS

- 7.1 Where there is a vacancy in the membership of the Club, any person who has been a Voting Member for more than three years , may propose or second an application for the election or transfer to membership of any person with whom they have been personally acquainted for more than one year by submitting to the Honorary Secretary of the Management Committee an application form signed by the proposer, seconder and candidate, containing the name, address, date of birth, occupation, details of golf experience and handicap, (if any), and specifying the category of membership to which election is sought. This application form shall be posted in the Clubhouse by the Honorary Secretary for at least 21 days before being considered for approval by the Management Committee.
- 7.2 The entrance or transfer fee at the current rate determined by the Management Committee, shall be due and payable in full by all candidates elected to membership (except Honorary Members) prior to the commencement of their membership, together with so much of the annual subscription and levies (if any) as the Management Committee may advise subject to the total amount payable by a new member (entrance fee plus annual subscription due pro rata) shall be at least as much as the annual subscription payable by an existing member.
- 7.3 The method and particulars required for election of members, and the conditions to which election may be made subject, shall be determined by the Management Committee at its sole and absolute discretion, provided always that the Management Committee shall act lawfully and shall not discriminate in an unjust or unlawful way. The Management Committee may, at its own discretion, request any candidate and/or his or her proposer or seconder to appear before it or before any Sub-Committee formed for that purpose. The Management Committee shall not be obliged to furnish any reasons for their decision to the candidate, the proposer or seconder.

8 LEAVE OF ABSENCE AND TERMINATION OF MEMBERSHIP

- 8.1 Any member may apply for, and the Management Committee may grant, leave of absence to members on such conditions as to the payment of subscriptions during such absence and otherwise as it may determine
- 8.2 A member may resign membership at any time by notice in writing to the Honorary Secretary, and that resignation shall be accepted by the Management Committee, provided always that such resignation shall not relieve that Member from his or her obligations of membership until such acceptance has been notified to that person or until the end of that calendar year, whichever occurs first.
- 8.3 The Management Committee may also terminate the membership of any member in accordance with the provisions of Clauses 9.2 and 18.

9 SUBSCRIPTIONS AND LEVIES

- 9.1 Subject to any concessions made by the Management Committee pursuant to clause 12.2(d), the annual subscription at the current rate and any levy for any special project, each as determined by the members in General Meeting, shall be due and payable by all members (except Life Members, Life Associate Members and Honorary Members) on the 1st day of January each year, except where otherwise provided by the members in General Meeting
- 9.2 Having first given 14 days written notice to a member in default, the Management Committee may terminate the membership of any member, or impose any other fine, restriction or penalty they consider just, where payment of the subscription and/or levy of that member has not been received by the Club within 30 days of the date on which payment was due without good and sufficient reason to be determined by the Management Committee, or where the member shall have failed within such period to make good to the Club any liability incurred by it in consequence of the failure of the member to pay any instalment(s) due to any third party on any loan or facility used by him to fund the payment of his/her subscription and/or levy. The Management Committee shall not be obliged to exhaust the disciplinary procedures set out at clause 18 before so doing. Such a member shall in any event forfeit any right to vote or to resign his/her membership, and such payments shall remain due and owing as a simple contract debt to the Club..

10 ADMINISTRATION

10.1 The business and affairs of the Club shall be administered by three Committees

comprising two Golf Committees, called respectively the Ladies' Golf Committee and the Men's Golf Committee, and the Management Committee. A Junior Golf Sub-Committee to comply with the Children First Act 2015 shall also be in place.

- 10.1 (a) The Junior Golf Sub-Committee shall be responsible for all aspect so the playing of golf of junior members and will comprise of two members of the Ladies Committee and two members of the Men's Committee, a Junior Convenor and two other Voting Members of the club. The Sub-Committee will elect its own Chairman and Secretary and shall be responsible for all aspects of playing of golf of Junior Members and report to the Golf Committees. The Sub-Committee will report directly to the Management Committee on matters relating to the enforcement of Child Protection and Safeguarding in accordance with the Children First Act 2015.
- 10.2 Save with regard to any question regarding the handicap of any member, the two Golf Committees shall be subject at all times to the rulings of, and accountable in every respect to the Management Committee. The Ladies' Golf Committee shall be responsible for all aspects of the playing of golf of lady members and the Men's Golf Committee shall be responsible for all aspects of the playing of golf of gentlemen members, including but not limited in each case to the recording and management of handicaps, the arrangement of tee-times, competitions, and matches at the Club's course and elsewhere, and liaison with the I.L.G.U. and the G.U.I. respectively.
- 10.3 Playing times shall be allocated as fairly as may be, to provide equal opportunity firstly to each Voting Member of the Club and secondly, to all others, and shall not be allocated in a manner that discriminates contrary to law or is unlawful in any respect. In accordance with this principle, the Golf Committees shall liaise with each other to agree the allocation of playing times on the Club's course, and in default of agreement shall make submissions to the Management Committee whose decision shall be final.
- 10.4 The Management Committee shall be responsible for the administration of the Club, save the responsibilities of the Golf Committees, including but not limited to the assets and liabilities of the Club including its finances, licences, clubhouse, the maintenance, development and care of the golf course, the membership, discipline and social affairs of the Club.

Obligations And Procedures Of The Committees, their Officers and Members

- 11.1 Committees shall meet not less than once a month, convened by eight days notice sent by the Honorary Secretary to each Officer and Member of the relevant Committee but in the case of urgent business a Committee Meeting may be convened by any two Officers of the Committee on shorter notice. At all meetings of the Golf Committees, the relevant Captain shall take the chair and in the absence of the relevant Captain, the relevant Vice-Captain. In the absence of both Captain and Vice Captain the Chairperson shall be elected by those present from among their number. In the case of the Management Committee the President shall take the chair and in the absence of the President, the Vice President shall take the chair. In the absence of both the President and the Vice President the Chairperson may be elected by those present from among their number.
- 11.2 Committees and each of their Officers and Members shall ensure that all funds relating to Club activities for which they are responsible shall be administered in strict compliance with any directions given by the Honorary Treasurer of the Management Committee and in any event shall be lodged and held in an account with a financial institution:
- (a) which shall include in the name of the account the words 'Castlewarden Golf Club';
 - (b) which has been approved in advance in writing by the Honorary Treasurer of the Management Committee to whom full details of the account number, sort code, and the name and address of the branch of the financial institution shall be given with copies of all statements forthwith upon request;
 - (c) of which the Management Committee Treasurer shall be an authorised signatory at all times, and all withdrawals and other instructions to the financial institution shall require the signatures of at least one Officer or Member of the Management Committee and one other Officer or Member of either the Golf Committee responsible for such funds or the Management Committee.
- 11.3 Votes may only be cast personally, and not by proxy. The Chairperson shall have a casting vote.
- 11.4 The Golf Committees may submit for approval and adoption to the Management Committee a motion to make, vary or rescind Bye-Laws for the proper management and welfare of the Club's course and the usage thereof.
- 11.5 *All Officers and Committee Members* shall:
- (a) attend Committee meetings, save and except with good cause given, and exercise their discretion in administering the affairs of the Committee in the best interests of the Club, respecting the confidentiality of any such matters

- disclosed to them in the course of their work on the Committee;
- (b) immediately declare to the Committee any fact or circumstance which they know or ought to have known created, or could to a reasonable person appear to create, a conflict of interest on their part, whether by virtue of their own connection, acquaintance or other relationship with any person or institution concerned, or that of any member of their family or business associates.

11.6 *The Secretary of each Committee shall:*

- (a) convene Committee meetings by issuing not less than 8 days notice to its members but in the case of urgent business a Committee Meeting may be convened on shorter notice;
- (b) maintain a permanent record of the minutes of meetings;
- (c) carry out the instructions of the Committee;
- (d) not later than 1st November in each year, prepare and present to the Committee for approval a report of the affairs of the Committee for the period ended on the previous 31st August;
- (e) receive and deal with any written complaints and bring such written complaints, which s/he is unable to resolve, to the attention of the Committee whose decision thereon shall be final.

11.7 *The Treasurer of each Committee shall:*

- (a) keep proper books of account giving a true and fair view of the state of the Committee's financial affairs, its assets and liabilities (contingent or otherwise) explaining its transactions and showing all income, expenditure and the matters in respect of which they take place;
- (b) carry out the instructions of the Committee with regard to the finances of the Committee;
- (c) furnish to the Committee, to the Management Committee, and to the Trustees reports as to the financial position of the Committee, and copies of any supporting documentation when requested to do so;
- (d) not later than 1st November in each year, prepare and present to the Committee and to the Management Committee for approval a statement of all income and expenditure, and a Balance Sheet of the Committee for the period ended on the previous 31st August.

11 Obligations And Powers Of The Management Committee Its Officers And Members

12.1 *The Management Committee* shall, in addition to the obligations set out above for all Committees:

- (a) ensure that the Management Committee Members, the Golf Committees and their respective Committee Officers and Committee Members and all members of the Club shall discharge their functions and obligations;
- (b) appoint a competent and suitably qualified firm of Chartered Accountants to act as auditors of the Club, and forthwith notify each of the Trustees if they receive notice from the current auditors of their intention to resign;
- (c) collect the Union Subscription and/or other sums levied by the G.U.I., its branches and by the I.L.G.U. and its branches and all membership subscriptions, entrance fees, and other sums due by the members to the Club
- (d) liaise with and co-ordinate the work of the Golf Committees and resolve any dispute between the Ladies' Golf Committee and Men's Golf Committee, in which event the decision of the Management Committee shall be final and binding;
- (e) do all things necessary to renew and maintain the registration of the Club under the Registration of Clubs Acts 1904 - 2003;
- (f) meet with the Trustees not less than twice a year;
- (g) prepare and present to the members in General Meeting its Annual Report for each period ended the previous 31st August together with the Audited Trading, Income and Expenditure Accounts for that period as well as a Balance Sheet made up to that date certified by the Club's Auditors, and also a detailed budget of projected capital expenditure for the then current financial year;
- (h) notify each of the Trustees and summon a General Meeting forthwith if at any time the Club is unable to pay its debts, or the liabilities of the Club exceed its assets.

12.2 *The Management Committee* may:

- (a) suspend or expel a member pursuant to Clause 9.2 and 18 or take such lesser disciplinary action as it may deem appropriate;

- (b) subject to the approval of a Simple Majority of the members in General Meeting as to amount, assess and collect a levy on all or any category of membership (except Honorary or Life Membership or Life Associate Membership unless otherwise decided by Special Majority) for any special purpose or project;
- (c) fix the minimum subscription, if any, payable by Temporary Members;
- (d) grant special concessions as to the amount of subscription payable because:
 - i. of the participation of a member in any bond or investment scheme run by the Club;
 - ii. of the length of his or her membership of the Club and his or her contribution to the Club;
 - iii. a husband and wife are members and their children are members, whether Junior, or Intermediate Members. A concession granted under this clause shall be referred to as a Family Membership Concession;
- (e) make, vary and rescind Bye-Laws for the proper management and welfare of the Club and upon notice being posted in the Clubhouse by the Honorary Secretary all members will be deemed to have notice thereof and be bound thereby;
- (f) form sub-committees. All such sub-committees shall be under the control of the Management Committee who shall regulate the powers, duties and conduct thereof. Each sub-committee shall include at least one member of the Management Committee other than the President, who shall chair that subcommittee and report on its activities to the Management Committee. Management Committee Officers shall be ex-officio members of all subcommittees;
- (g) employ and terminate the employment of all employees of the Club; fix and vary their remuneration; grant pensions to past employees or their dependants and subscribe to any pension scheme and make severance payments;
- (h) close any part of the Club property to all or any categories of members to meet temporary emergencies or if it considers it to be in the best interest of the Club to do so;
- (i) associate the Club with another Club or Clubs for any purpose calculated to improve the game of golf and make contributions from Club funds for these purposes;

- (j) by a Special Majority, borrow money and negotiate temporary overdraft facilities on behalf of the Club for the purpose of meeting current revenue expenditure;
- (k) not undertake or approve capital expenditure in respect of any single project or series of projects which exceeds 50% of the subscription income of the previous Financial Year, without the prior approval of the members in General Meeting.
- (l) not sell, lease, licence, mortgage or charge any land or buildings or other real property of the Club nor direct the Trustees to do so, save as they may be authorised by a resolution passed by a Special Majority of a General Meeting of the Voting Members of the Club

12.3 *The Honorary Secretary* shall:

- (a) discharge any functions prescribed for the Honorary Secretary in this Constitution;
- (b) keep the register of members (excluding Temporary Members) up to date, containing names, current addresses, details, date of election and category of membership;
- (c) furnish to each of the Trustees a copy of the minutes of each meeting of the Management Committee not less than fourteen days before the next meeting of the Management Committee;
- (d) convene a meeting of the Management Committee with the Trustees upon request made in writing and signed by not less than three Trustees, to take place before any General Meeting or the next Management Committee meeting.
- (e) be responsible for and maintain an up to date and accurate copy of this Constitution
- (f) Publish the names of persons awarded honorary membership or granted concessions under 12.2(d) ii so all members are aware of the persons who have received these awards.

12.4 *The Honorary Treasurer* shall:

- (a) keep, and make available at all times to any Officer or Member of the Management Committee and the auditors of the Club for the time being, proper and up to date books of account giving a true and fair view of the state of the Club's financial affairs, its assets and liabilities (contingent or otherwise) explaining its transactions and showing all income, expenditure and the matters in respect of which they take place;

- (b) carry out the instructions of the Management Committee with regard to the finances of the Club;
- (c) furnish to the Management Committee and the Trustees reports as to the financial position of the Club when requested to do so;
- (d) submit to the auditors of the Club upon request, all books and records, and furnish any statements, receipts, invoices and any other documentation or other information reasonably required by them for the purpose of carrying out the annual audit or any other function required of the auditors by the Management Committee;
- (e) not later than 1st November in each year, prepare and present to the Management Committee for approval a statement of all income and expenditure, and a Balance Sheet of the Club for the period ended on the previous 31st August.
- (f) furnish a copy of the annual audited accounts to the Revenue Commissioners upon request.

12.5 *The President* shall:

- (a) chair Management Committee Meetings and General Meetings of the Club.

12 Composition And Election Of The Committees

13.1 Unless otherwise expressly provided in this Constitution, Committees may conduct business when the following quora are in attendance, and shall comprise the Officers and Members, set out below:

| | <u>Management Committee</u> | <u>Ladies' Golf Committee</u> | <u>Men's Golf Committee</u> |
|----------|-----------------------------|-------------------------------|-----------------------------|
| Quorum | <i>Eight</i> | <i>Seven</i> | <i>Six</i> |
| Officers | President | Ladies' Captain | Men's Captain |
| | Vice President | Ladies' Vice Captain | Men's Vice Captain |
| | Honorary Secretary | Honorary Secretary | Honorary Secretary |
| | Honorary Treasurer | Honorary Treasurer | Honorary Treasurer |
| | Ladies' Captain | Ex Officio Member | Ex Officio Member |
| | Men's Captain | | |
| | Ladies' Vice Captain | | |
| | Men's Vice Captain | | |
| | Ex-Officio Member | | |
| Members | Six Members | Seven Members | Six Members |
| | | | |

13.2 The Management Committee shall be elected at the Annual General Meeting of the Club, and the Golf Committees shall be elected from among their number at the Annual General Meeting of the lady members and gentlemen members respectively, convened for this purpose by 14 days written notice to the lady members and gentlemen members respectively to take place not more than one month prior to the date of the Annual General Meeting of the Club

13.3 The following candidates may stand for election to a Committee:

- (a) persons who have been Full Members for not less than three years in the case of candidates to any position of Officer, and not less than the 1 year otherwise except in the case of the Ladies Golf Committee where an Associate Member of not less than three years or one years standing respectively may stand for election, and
- (b) whose names shall have been given not less than fourteen days before the date fixed for the Annual General Meeting to the Honorary Secretary of the relevant Committee in writing, signed by the proposer and seconder each of whom shall be a Voting Member (except in the case of the Ladies Golf Committee in which case the proposer and seconder may be Full or Associate Members) for not less than the three previous years, accompanied by a written statement signed by the candidate consenting to serve if elected, and
- (c) who, not being an Officer shall not have been an ordinary Member of the Committee for more than the last 5 years.
- (d) who is not a Trustee

13.4 Persons may stand for election as President who comply with the provisions of clause and who have been Members or Officers of the Management Committee or of either of the two Golf Committees for not less than three years preceding that election.

13.5 Only men who comply with the provisions of clause 13.3 may stand for election to Men's Golf Committee.

13.6 Only ladies who comply with the provisions of clause 13.3 may stand for election to Ladies Golf Committee.

13.7 Committee Officers and Committee Members shall have tenure until the next Annual General Meeting, (when eligible Officers and eligible Members may seek re-election) provided always that any Officer or Member of a Committee shall automatically cease to hold office

- (a) on resignation from that Committee,
- (b) on ceasing to be a Full Member of the Club and in the case of the Ladies Committee on ceasing to be either a Full or Associate Member,
- (c) on being requested to resign by letter or other instrument in writing signed by all the other Officers and Members of that Committee or
- (d) on being removed from their position by resolution carried by a Special Majority of the Voting Members present and voting at a General Meeting of the Club in respect of the Management Committee, or in respect of a Member or Officer of either Golf Committee by resolution carried by a Special Majority of the relevant members present and voting at a General Meeting of Men's or Ladies' Golf as the case may be.

13.8 Committees may fill any vacancy arising or not filled by the members in General Meeting, by co-opting an eligible Full Member onto the Committee and in the case of the Ladies Committee either an eligible Full or eligible Associate Member, and subject to quorum may exercise their respective powers notwithstanding temporary vacancies.

13.9 Should any Committee resign en bloc, then pending the election of a new Committee at a General Meeting, the powers of the Committee shall be vested in the Management Committee in the case of either Golf Committee, and in the Trustees in the case of the Management Committee.

13 TRUSTEES, CLUB PROPERTY AND INCOME

14.1 All income, freehold and leasehold property and all other assets of the Club shall be vested in five Trustees who shall, save as hereinafter provided at clause 14.5, deal with the assets of the Club as directed by resolution of the Management Committee of which an entry in the minute book certified by two Officers shall be sufficient evidence PROVIDED always that the income and property of the Club shall be applied solely towards the promotion of the objects of the Club and that no portion of the income or property of the Club shall be paid or transferred directly or indirectly to any member of the Club, other than as reasonable and proper remuneration for services rendered, or as interest at a rate not exceeding 5% per annum.

14.2 Trustees shall be elected at a General Meeting of the Club and each shall hold office until that Trustee shall

- (a) resign;
- (b) be absent from Ireland for more than one year;
- (c) cease to be a member of the Club;
- (d) be removed from office by a resolution carried by a Special Majority at any General Meeting of the Club or
- (e) be the Trustee with the longest unbroken service, in which event s/he shall retire at the next Annual General Meeting but shall be eligible and may offer himself or herself for re-election (and where two or more Trustees have an equal continuity of service the candidate eligible for re-election shall be determined by drawing lots).

14.3 The Management Committee may appoint any member meeting the qualifications set out in clause 13.3(a) and 13.3(b) who is not currently an Officer or Member of the Management Committee to be a Trustee to fill any vacancy arising, and that appointee shall hold office only until the next General Meeting of the Club, when they shall be eligible for election as Trustee by the membership of the Club.

14.4 Only persons meeting the qualifications set out at 13.3(a) and (b) may stand for election as a Trustee

14.5 If at any time the Club in General Meeting shall pass a resolution authorising the Management Committee to borrow money for any purpose the Management Committee shall thereupon be empowered to borrow for that purpose such amount of money in such form and manner and upon such security as shall be specified in such resolution and thereupon the Trustees shall, at the direction of the Committee, make all such dispositions of the Club property or any part thereof and enter into such agreement in relation thereto as the Committee may deem proper for the purpose of giving security for such loan(s) and interest. All members of the Club whether voting on such resolution or not, and all persons becoming members of the Club after the passing of such resolution shall be deemed to have assented to the same as if they had voted in favour of such resolution.

14.6 Notwithstanding the provisions of Clause 14.1, if any monies which have been demanded and are legally due shall not have been paid within six months of the date of such demand, the Trustees shall have power, subject to the prior approval of a Simple Majority of the members in General Meeting, to sell all or any part of the Club's assets as shall be necessary for the purpose of discharging the said demand.

- 14.7 A majority of the Trustees may instruct the Honorary Secretary of the Management Committee to convene a meeting of the Management Committee with the Trustees, or a General Meeting of the Club if they consider that the occasion demands and such meeting shall be convened forthwith.
- 14.8 The Trustees shall be notified of all Management Committee meetings and they may attend but not vote.

14 GENERAL MEETINGS

14.1 General Meetings shall be convened as follows:

- (a) In the case of the general membership of the Club, by the Management Committee
- i. once a year in the month of November or December (to be called the "*Annual General Meeting*") for the purpose of considering the Annual Reports of the President, Honorary Secretary, and Honorary Treasurer, and for the purpose of elections of the Management Committee and Trustees
 - ii. upon receipt of a requisition signed by not less than 60 Full Members that a General Meeting be convened and stating the business to be considered at such meeting
 - iii. Upon instruction of a majority of the Trustees pursuant to clause 14.7;
- (b) In the case of the gentlemen members or the lady members respectively by the relevant Golf Committees once a year between the month of October and December (to be called the "*Men's Annual General Meeting*" or "*Ladies' Annual General Meeting*" as the case may be) for the purpose of considering the Annual Reports of the respective Captain, Honorary Secretary, and Honorary Treasurer of such Golf Committee, and for the purpose of elections of the Golf Committees;
- (c) In any case, by the relevant Committee:
- i. upon receipt of a requisition signed by not less than 60 Full Members, that a General Meeting be convened and stating the business to be considered at such meeting except in the case of a General Meeting of Lady Members where a requisition in these terms to the Ladies' Golf Committee shall be valid if signed by 40 or more Lady Members;
 - ii. Upon the resignation, en-bloc of any Committee or
 - iii. when and if the relevant Committees deem it necessary or desirable.

All general meetings other than the Annual General Meetings shall be called
“Extraordinary General Meetings”

- 15.2 Such General Meetings shall be convened by not less than 21 days written notice signed and posted in the Clubhouse and sent by the respective Honorary Secretary (or if the Honorary Secretary shall fail or refuse to issue such notice, signed and sent by not less than three members of the respective Committee), stating the date, time and place of such meeting; setting out the agenda for such meeting and containing the text of any motion requiring Special Majority for adoption (if any), to be considered at that meeting.
- 15.3 Notice of any Motion to be considered at any General Meeting (except a motion for a change of this Constitution which shall comply with the provisions of clause 19 below) must be given in writing, signed by the proposer and seconder, to the Honorary Secretary and posted by the proposer or seconder in the Clubhouse at least eight days prior to the date of the meeting at which such Motion is to be considered.
- 15.4 The President shall chair all General Meetings of the Club. In the absence of the President, the Vice President shall take the chair failing which the majority of the Committee present shall elect a Chairperson, failing which the majority of the Full Members present shall elect a Chairperson.
- 15.5 The respective Captains shall chair all Men’s General Meetings or Ladies’ General Meetings. In the absence of the Captain the Vice Captain shall chair the meeting, failing which the majority of the Full Members present shall elect a Chairperson (except in the case of the Ladies Golf in which case the majority of Full and Associate Members present shall elect a Chairperson).
- 15.6 No business shall be conducted at any General Meeting in the absence of the attendance or election of an eligible Chairperson, and the attendance of a quorum of Full Members which shall be 50 Full Members in the case of any meeting at which a Special Majority is required for the adoption of any resolution, and 30 Full Members in any other case with the exception of a General Meeting of the lady members where the quorum shall be 20 Full and/or Associate Members. If a quorum is not present within one hour of the time stated in the notice convening the meeting it shall be adjourned for a period of not more than 14 days and the relevant members duly notified not less than three days in advance in writing by the Honorary Secretary of such adjournment and the date, time and venue to which the meeting stands adjourned and advising that upon the adjourned date the Meeting shall proceed whether or not a quorum is present. The General Meeting may proceed on the date to which it has been adjourned whether or not a quorum is in attendance.
- 15.7 No Motion may be discussed by any General Meeting until it has been formally proposed and seconded.

- 15.8 A Motion requiring a Special Majority may be amended by Special Majority and shall be validly passed at that meeting notwithstanding that it may not have been posted on the Club Notice Board, or have appeared in the notice convening the meeting in such amended form provided always that such resolution as amended shall be concerned with the same issue as the original resolution and constitute only a variation of same, and shall not be an entirely new resolution unrelated to the original.
- 15.9 Voting at all General Meetings shall be personal and not by proxy. If a Simple Majority of members present resolve that any motion be decided by secret ballot then that mode of voting shall be used. Any motion shall be carried by a Simple Majority unless otherwise provided in this Constitution.
- 15.10 Associate Members shall be entitled to vote at any General Meeting of the lady members.
- 15.11 A motion to suspend a meeting shall only be passed by special majority, and if it is passed, that meeting shall stand adjourned for a period of not more than 14 days and the relevant members shall be duly notified not less than three days in advance in writing by the Honorary Secretary of such adjournment and the date, time and venue to which the meeting stands adjourned.
- 15.12 Where necessary the Chairperson shall appoint scrutineers of any ballot. The Chairperson shall have a casting vote at all General Meetings
- 15.13 The Chairperson shall vacate the chair if requested so to do by a motion of no confidence carried by Special Majority of the General Meeting.
- 15.14 The Chairperson shall not refuse to allow a vote to proceed on a motion formally proposed and seconded:-
- (a) of no confidence in the Chairperson or
 - (b) for a secret ballot on any motion to be conducted.
- 15.15 The accidental omission to give notice of a General Meeting or the non-receipt of the notice of a General Meeting by a member entitled to notice shall not invalidate the proceedings at that General Meeting.
- 15.16 The relevant Committee may determine such further procedures as it considers desirable for the efficient conduct of the business of a General Meeting.
- 15.17 All minutes of meetings shall be dated and signed by the Chairperson presiding at the meeting at which such minutes are read and confirmed and shall then be conclusive evidence of the correctness of the matters therein contained.

15 INDEMNITY

Every Trustee, Officer or other Member of any Committee and duly appointed Member of any Sub-Committee shall be indemnified by the Voting Members jointly and severally against all losses or liabilities which s/he may sustain or incur in or about the proper execution of duties of office. No such person shall be liable for any loss, damage or liability which may happen to, or be incurred by the Club due to the execution by him/her of the duties of his/her office unless the same shall occur through his/her own default or dishonesty or by gross negligence.

16 DISSOLUTION

17.1 The Club may be dissolved only by resolution, of which proper notice containing the text of that resolution shall have been posted in the Clubhouse and sent by registered post to every current Voting Member not less than 21 days prior to the General Meeting at which it is to be considered. Such a resolution shall be binding on the membership of the Club only

- (a) if it is carried by a Special Majority of the members present and entitled to vote at General Meeting and
- (b) confirmed in accordance with clause 17.2 by not less than 90% of all current Voting Members within 90 days of the date of that General Meeting.

17.2 Notice that a resolution to dissolve the Club has been carried in accordance with clause 17.1(a) shall be sent by registered post to all Voting Members by the Honorary Secretary within fourteen days of the date of the General Meeting at which it was carried and shall incorporate

- (a) a copy of the minutes of the General Meeting as approved by the Management Committee, containing the text of the resolution so carried, #
- (b) any information which may be considered relevant to the issue, and
- (c) a statement to the effect that notice of confirmation or rejection of such resolution must be served on the Honorary Secretary within fourteen days and that failure to do so shall be deemed to be and shall be treated as confirmation of the said resolution and for the purpose of calculating the vote in favour of confirming the special resolution under the provision of clause 17.1(b) shall be treated as such.

- 17.3 Upon the dissolution of the Club such portion of the Club property shall be sold as shall be necessary for the purpose of discharging the liabilities of the Club (including payments in discharge of the Life Membership Right as detailed in clause 5.3 which right shall be a prior charge on the Club assets) and all the Club property then remaining shall be given or transferred to any other club, association or institution having objects similar to the objects of the Club and whose constitutive documents shall contain a clause of similar effect to this clause provided always that if no other club, association or institution is nominated for this purpose such assets shall be given or transferred to a charity nominated by the membership in General Meeting.
- 17.4 If on dissolution the property and assets of the Club shall prove insufficient to meet its liabilities the deficiency shall be paid in equal shares by all the Full Members of the Club immediately preceding the date of the General Meeting at which the resolution for dissolution was carried.

17 DISCIPLINE OF MEMBERS

- 18.1 If any circumstances connected with the conduct of a member are brought to the notice of the Management Committee, the Management Committee shall meet to enquire into such conduct, and if the Management Committee decides that the conduct in question may warrant the suspension, expulsion or other disciplinary sanction of such member s/he shall be given notice in writing of the conduct in question which shall contain all information which in the reasonable opinion of the Management Committee s/he requires to exercise a fair right of reply. That member shall also be given with this notice details of the date, time and venue of a subsequent meeting (called "*a Disciplinary Meeting*") at which the conduct in question shall be considered, and shall have the right to make written submissions to, or appear in person and be represented by another Club Member to speak at such meeting.
- 18.2 At the conclusion of the Disciplinary Meeting the Management Committee may resolve by a vote in favour of not less than nine members of the Committee cast by secret ballot to expel that member, or to suspend that member for a period not exceeding twelve months, or to impose such other disciplinary sanction as the Management Committee may consider just and shall give notice to the member either in writing by registered post or by personal delivery to his or her last known address, or verbally by two authorised Management Committee members jointly, within seven days of the date of the making of the decision.
- 18.3 During any period of suspension the member shall not be entitled to enter upon the Club property, whether in the company of another member or otherwise save only to collect any of his or her property or for the purpose of attending any General Meeting, nor shall s/he be entitled to any refund or rebate of the whole or any part of his or her annual subscription or other sum paid or payable by him or her to the Club in respect of the year during which the suspension occurs.

- 18.4 The member shall have the right of appeal against the decision by notice in writing to be sent to and received by the Honorary Secretary within fourteen days of the date of the notice of the decision, and upon receipt of such notice, the decision shall not take effect for a further period of twenty-one days during which a General Meeting may be convened pursuant to a requisition delivered in accordance with clause 15.1(c) (i). If such a requisition is received within the period of 21 days, the decision shall not take effect until the General Meeting so convened shall decide by a Simple Majority, whether the expulsion, suspension or other disciplinary sanction shall be confirmed, repealed, or amended. The appeal shall be dismissed if a valid requisition pursuant to clause 15.1(c)(i) is not received within the said period of 21 days, unless the Management Committee should decide by a Special Majority, upon request made in writing from the said member for good cause, to allow an additional period to submit the requisition.
- 18.5 All voting under this Clause 18 shall be by secret ballot, and quorum for all Management Committee meetings shall be 10

18 CHANGE OF RULES AND INTERPRETATION OF RULES

- 18.1.1 Subject to the provisions of clause 15.8 and 19.2, no provision of this constitution shall be altered or repealed or any new clause made except by motion carried by a Special Majority at a General Meeting of the Club on foot of a notice of motion given in writing, signed by the proposer and seconder, to the Honorary Secretary and posted by the proposer or seconder in the Clubhouse at least twenty-one days prior to the date of the meeting at which such Motion is to be considered and provided that
- (a) no amendment may be made that would result in this Constitution being in conflict with the Constitutions of either the G.U.I. or the I.L.G.U.
 - (b) no amendment may be made or proposed to clauses 2, 12.4(f), 14.1, 17.3 this clause 19.1(b) or any other provision which shall materially alter the operation of the said provisions, unless same shall have been previously submitted to and approved in writing by the Revenue Commissioners.
- 19.2 Any alteration or repeal of any clause of this Constitution, or any new clause made necessary by any Act of the Oireachtas or any state or local authority regulation, order or bye-law, may be made by the Management Committee.
- 19.3 A copy of the up to date constitution shall be kept posted on a notice-board in a conspicuous place in the Secretary's office and a copy shall be furnished within seven days of request made by any Member to the Honorary Secretary of the Club with payment of a fee to be determined by the Management Committee. Every Member shall be deemed to have notice thereof and shall be bound thereby.

- 19.4 Notice of any change in any clause thereof, shall be given to all Members by posting particulars thereof in the Clubhouse and, upon such posting, every Member shall be deemed to have notice thereof and shall be bound thereby.
- 19.5 The Management Committee's interpretation of this Constitution, and all clauses thereof, and of all bye-laws, regulations, procedures and local rules made by the Management Committee pursuant to this Constitution shall be binding on every Member until set aside by General Meeting.

In this constitution '*Simple Majority*' means more than half of the votes validly cast; '*Special Majority*' means three quarters of the votes validly cast.

19 REGISTRATION OF CLUB ACTS

- 19.1.1 Only members may order or pay for refreshments in the Clubhouse and no visitor shall be supplied with excisable liquor on the Club premises unless on the invitation and in the company of a member, and that member shall upon the admission of such visitor to the Clubhouse or immediately upon the visitor being supplied with such liquor, enter his or her own name and the name and address of the visitor in a book which shall be kept for the purpose and which shall show the date of each visit.
- 20.2 The Management Committee may prohibit the admission of any visitor to the Club premises and no member shall bring into the Club's premises any person whose admission is prohibited.
- 20.3 No excisable liquor shall be sold or supplied for consumption outside the premises of the Club, except to members of the Club during the hours when it may be supplied for consumption on the premises as appears in 20.6 hereof.
- 20.4 No excisable liquor shall be sold or supplied to any person under eighteen years of age.
- 20.5 No Member of any Committee and no Officer, manager or servant employed by the Club shall have any personal interest in the sale to the Club of supplies of liquor, minerals, food or goods of any description or in the profits arising from such sale.

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20.6 No excisable liquor shall be supplied for consumption on the Club premises to any person (other than member of the Club lodging in the Club premises) or be consumed on the Club premises by any person (other than a member of the Club lodging in the Club premises) or be consumed on those premises by any person (other than such a member)

- (a) at any time on Christmas Day
- (b) on any other day, as specified hereunder, outside the times hereinafter set out:-
 - i. Saint Patrick's day:- between 12.30 p.m. and 12.30 a.m. on the following day;
 - ii. the 23rd December:- if it falls on a Sunday, between 10.30 a.m. and 11.30 p.m.;
 - iii. Christmas Eve: - between 10.30 a.m. and 11.30 p.m.;
 - iv. the eve of any public holiday (other than Christmas Eve):- if the eve falls on a weekday, between 10.30 a.m. and 12.30 a.m. on the following day, or if it falls on a Sunday:- between 12.30 p.m. and 12.30 a.m. on the following day;
 - v. any other Sunday, (except a Saint Patrick's day which falls on a Sunday):- between 12.30 p.m. and 11.00 p.m.;
 - vi. any other Monday, Tuesday, Wednesday or Thursday between 10.30 a.m. and 11.30 p.m.;
 - vii. any other Friday or Saturday:- between 10.30a.m. and 12.30 a.m. on the following day.
- (c) The hours specified in paragraph 20.6(b) in respect of any day specified in that paragraph are in addition to the period between midnight and 12.30 a.m. on that day where that period is included in the hours so specified in respect of the eve of that day.
- (d) In clause 20.6(b) "public holiday" has the meaning given to it by the Organisation of Working Time Act, 1997.

- 20.7 Nothing contained in the Registration of Club Acts, 1904-2003, or contained by virtue only of the operation of clause 20.6 hereof shall operate to prohibit the supplying for consumption on the Club premises of excisable liquor to any person or the consumption of excisable liquor on the premises by any person:-
- (a) on Christmas Day, between 12.00 midday and 10.00 p.m. or
 - (b) on any other day, for one hour after the expiration of any period in respect of that day during which it is lawful for the Club, by virtue of clause 20.6 to supply any excisable Liquor for consumption on the premises if in each case the excisable liquor is ordered by or on behalf of that person at the same time as a substantial meal is ordered, and consumed by that person during the meal or after the meal is ended or, consumed at the same time as and with the meal, supplied and consumed in the portion of the Club premises usually set apart for the supply of meals and paid for at the same time as the meal is paid for.

20 VISITORS

- 21.1 Members other than Junior Members may introduce visitors. The name, address and date of visit of each visitor must be immediately entered in a Book to be kept for that purpose called the "Visitors Book" and be attested by the signature of the introducing member.
- 21.2 The green fee charged for playing visitors shall be fixed from time to time by the Management Committee or Golf Committee that is organising the competition in which the visitor wishes to play The Honorary Secretary, his/her representative or duly authorised person or any past or present member of the Management Committee or relevant Golf Committee having made and attested the necessary entry in the "Visitors Book" may permit a person not having been introduced by a member to play on the Club's course on payment of the appropriate green fee and to use the Clubhouse as a visitor. Visitors playing over the course must, before playing, obtain a receipt from the Honorary Secretary, his/her representative or duly authorised person or past or present member of the Management Committee or appropriate Golf Committee, which must be produced to any member of the Club on demand.
- 21.3 Any Officer, or any two Full Members of any Committee or duly authorised member of the staff may refuse to admit, without assigning any cause, a prospective visitor or cancel the admission or any visitor whose admission they may deem irregular or whose presence or conduct they may deem objectionable or who deliberately breaks any of the Rules, Byelaws or Regulations of the Club. The fee paid by any such visitor may, at the discretion of the Committee, be either forfeited or returned.
- 21.4 The Management Committee shall have the power to suspend the rules permitting the introduction of visitors at any time.

LIABILITY

- 21.5 All personal belongings of members, employees, visitors and others on or in the Club premises either in the Clubhouse or outside it shall be at the sole risk of the owner and neither the Club or any Committee shall be responsible for any loss or damage thereto. This Clause shall not prejudice any claim by the Club or any member thereof or any Committee or the owner against any insurance company for the loss or damage sustained.
- 21.6 Any member, employee, visitor or other person injured on or in the Club property by a golf ball in flight shall have no right of action against the Club, its servants or agents. This Rule shall not prejudice any claim by the Club or any member thereof or any Committee against any person who is insured in respect of any liability for the loss or injury sustained. It is the responsibility of any member or visitor to carry insurance cover against such injury.

22 VISITORS

- 22.1 Any notice required or authorised to be given under this constitution shall be in writing and shall be sent by ordinary post, electronic mail, or facsimile transmission to the addressee at the address held by the secretary of the Club from time to time. Any such notice shall operate and be deemed to have been served at the expiration of 5 days after the date on which it was posted if sent by ordinary post, or within 5 days if transmitted by e-mail or facsimile