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THE COMPANIES ACTS 1948 TO 1976

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

THE TYNESIDE GOLF CLUB LIMITED

As amended by Special Resolution passed on the 12th day of December 2007
(Memorandum 3(a) and Memorandum 6)

- 1 The name of the Company is **"THE TYNESIDE GOLF CLUB LIMITED"**
- 2 The Registered Office of the Company will be situate in England
- 3 The objects for which the Company is established are -
 - (a) To provide facilities for and promote participation of the whole community in the sport of Golf, on the Western Falls, Ryton-on-Tyne, or at such other places as may at any time be secured by the Club for that purpose
 - (b) The acceptance of money given or subscribed and the expenditure and distribution thereof for any purposes connected with the carrying on of the Club, including the granting of sums of money to establish prizes in connection with the game of Golf or other athletic amusements or exercises
 - (c) The acquisition by purchase, taking on lease or otherwise, of land and buildings and all other property of whatever nature or kind which may at any time be required for the purposes of the Club, and the sale, surrender and disposition of such property
 - (d) The maintaining of the premises which may at any time be acquired and the supplying the same with all such fittings and apparatus as may be deemed requisite and the supplying of such refreshments as may be required
 - (e) The investing and dealing with the monies of the Club not immediately required in such securities and in such manner as may from time to time be determined

- (f) The borrowing or raising of money by the issue of or upon debentures, bills of exchange, promissory notes or other obligations or securities or by mortgage or charge of or upon all or any parts of the property of the Club
 - (g) The doing of all such other things as are incidental or conducive to the attainment of the above objects
- 4 Every member of the Club undertakes to contribute to the assets of the Club in the event of the same being wound up during the time that he is a member or within one year afterwards for payment of the debts and liabilities of the Club contracted before the time at which he ceases to be a member and of the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding £50
- 5 The income and property of the Club shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Club and no Committee Member shall be appointed to any office of the Club paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Club
- Provided that nothing herein shall prevent any payment in good faith by the Club of reasonable and proper remuneration to any member, officer or servant of the Club (not being a Committee Member) for any services rendered to the Club and of travelling expenses necessarily incurred in carrying out the duties of any member, officer or servant of the Club
- 6 If upon the winding up or dissolution of the Club there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Club, but shall be given or transferred to another Community Amateur Sports Club, a registered Charity, or the Sports Governing Body for use by them in community related sports

Signed

John Cushnaghan
President

George Ryder
Vice- President

**THE COMPANIES ACTS 1948 to 1989
COMPANY LIMITED BY GUARANTEE AND NOT HAVING SHARE CAPITAL**

**ARTICLES OF ASSOCIATION
of
THE TYNESIDE GOLF CLUB LIMITED.**

Adopted by Special Resolution passed the Thirtieth day of July Two Thousand and One

Amended by Special Resolution the Nineteenth day of August Two Thousand and Four (Article 5.1(b))

Amended by Special Resolution the first day of December 2004 (Article 2.2(e))

Amended by Special Resolution the twelfth day of December 2007 (Articles 1(b), 2 2(a), 2.2(f), 2 2(h), 2 6(d), 3.9(b)(i))

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APPENDIX A - Membership Classifications

1. GENERAL

- a) The Tyneside Golf Club Limited, hereinafter referred to as "The Club", is established for the purposes stated in the Memorandum of Association
- b) The Articles of Association, hereinafter referred to as "The Articles", shall be construed with reference to the provisions of the relevant Companies Acts in so far as they are consistent therewith, and terms used in The Articles shall be taken as having the same meanings as they have where used in these Acts
- c) The regulations contained in Table A in the first schedule to the Companies Act 1948 shall not apply but instead thereof the following shall, subject to repeal, addition or alteration as provided by The Articles, be the regulations of The Club
- d) The financial year of The Club shall run from the first day of September to the last day of August in the following calendar year
- e) The income and property of The Club shall be applied solely towards the promotion of its objects as set forth in the Memorandum of Association and no portion thereof shall be paid directly or indirectly by way of dividend or bonus or otherwise howsoever by way of profit, to Members of The Club

2. MEMBERSHIP

2.1 Total Membership

- a) The total number of Playing Members shall not exceed 700 This total shall be comprised of Ladies and Gentlemen in the categories Senior, Full, Associate, Country, Student and Junior Members, as defined in Appendix A to The Articles Life and Honorary Members (q v) shall not be included in any determination of the total Playing Membership
- b) The number of members in any Playing Category, other than Life or Honorary Membership, shall not exceed the maximum for that category as specified in Appendix A to The Articles
- c) Providing that by so doing neither the Playing Membership total of 700 nor the specified maximum of any Playing Category is exceeded, the Committee shall have the power to set and to vary the number of members in each of the Playing Categories in such a manner as it deems consistent with the playing capacity and maintenance of the course, the financial position of The Club and the best interests of the Members
- d) The Committee shall adjust membership numbers so as to ensure that the Voting Members, as defined by Article 4 2 g) comprise at least seventy (70) percent of the total Membership of The Club, excluding those under eighteen (18) years of age
- e) The Committee shall adjust membership numbers so as to ensure that the total number of Non-Playing and Social Members shall not exceed ten (10) percent of the total Membership of The Club, excluding those under eighteen (18) years of age

2.2 Election of Members

- a) Nominations for membership shall be in writing and in the form from time to time approved by the Committee Applications shall be signed by a proposer and seconder who must be either, Life, Senior, Full or Associate Members of The Club
- b) Application for membership, together with any required Registration Fee, shall be submitted to the Committee who shall ensure that the application is displayed in the Clubhouse for twenty-one (21) days prior to consideration for election Any Voting Member, as defined by Article 4 2 g), who has an objection or believes that there may be cause for refusing membership must advise the Committee in writing within this twenty-one (21) day period
- c) Election to any playing membership category, including Senior Membership but excluding Life and Honorary Membership, will only be considered by the Committee if a vacancy exists in the category for which application has been made, otherwise the name of the candidate will be added to a waiting list and dealt with in rotation unless the Committee consider it to be in the best interests of The Club to do otherwise
- d) No candidate shall be considered by the Committee unless the Members proposing and seconding the nomination have previously paid in full all entry fees, subscriptions and levies or such other monies as may be due from them up to and including the date of their signing of the application form
- e) Election to Membership, excluding Life and Honorary Membership, shall be at the sole discretion of the Committee, and shall be decided on the basis of a majority vote of the Committee
- f) Notification of election or non-election shall be sent to the candidate within three (3) days of the Committee or Sub-Committee decision In the event of non-election the proposer and/or seconder may appeal to the members at a general meeting or to a separate appeals panel, containing none of the people involved in the original decision to refuse The final decision in an appeal against non-election lies with the members at a general meeting or the appeals panel In the event of non-admission to The Club any Registration Fee paid in accordance with Article 2 2(b) shall be refunded
- g) On notification of election the candidate will be advised of all entry fees, subscriptions and levies or such other monies as are due in respect of membership Until these sums have been paid the newly elected Member will not have access to the facilities or privileges of The Club If not paid within thirty (30) days of notification the offer of membership will automatically be withdrawn and any Registration Fee paid shall be forfeit
- h) Membership of the Club shall be open to all persons irrespective of ethnicity, nationality, sexual orientation, religion or beliefs, or of age, sex or disability, except as a necessary consequence of the requirements of Golf as a particular sport

2.3 Life and Honorary Members

- a) The Committee may at its discretion recommend to a General Meeting any person who, because of their achievements, services or contributions to the game of golf or to The Club, is considered to be deserving of special recognition by The Club by the award of Life or Honorary Membership
- b) Persons eligible for Life Membership must be existing Members of The Club whilst the award of Honorary Membership shall be accorded only to persons outside The Club
- c) Life and Honorary Members shall enjoy all the facilities and privileges of The Club except that they shall not be eligible for elected office. Life and Honorary Members shall be subject to all the rules and regulations as are in force but shall be exempt from entry fees, subscriptions, levies or such other membership liabilities
- d) Election to Life or Honorary Membership shall be by a majority of the Voting Members, as defined by Article 4 2 g), present at a General Meeting of The Club by a show of hands or ballot at the discretion of The Chair

2.4 Senior Members

The Committee may, by resolution, elect to Senior Membership and award a reduction in annual subscription to a Member who applies in writing for such membership and who -

- i) Has reached the minimum age for Senior Membership and has previously paid Full Membership fees for the minimum period set by the Committee in accordance with Article 3 2 b) viii), and
- ii) Has taken permanent retirement from their work or profession

Senior Members shall enjoy the same rights and privileges as Full Members

2.5 Resignation of Membership

A Member wishing to withdraw from The Club must give notice in writing to the Committee on or before August 31st. Failure to do so may make them liable to pay all or part of any subscriptions, levies or other such charges which become due in the following financial year.

2.6 Expulsion of Members

- a) The Committee may by resolution expel a Member who -
 - i) By their behaviour or conduct, whether or not on the premises of The Club, is deemed by the Committee likely to endanger the character, interests or good order of The Club or to bring The Club or the game of golf into disrepute
 - ii) Is convicted of an imprisonable offence, whether or not imprisonment occurs
 - iii) Is with reasonable cause suspected of the theft of, or deliberate damage to, any item being the property of The Club, whether or not criminal prosecution ensues
 - iv) Is with reasonable cause suspected of attempting to gain advantage by deliberate infringement of the Rules of Golf
 - v) Refuses to comply with a written instruction issued by Order of the CommitteeAs an alternative to expulsion the Committee may by resolution impose a lesser penalty deemed appropriate
- b) Any instance which could result in disciplinary action shall initially be investigated by a Sub-Committee appointed in accordance with Article 3 6. The prime purpose of the Sub-Committee shall be to decide if there is a case to answer and in pursuit of this -
 - i) Shall within seven (7) days inform the Member, or Members, concerned, in writing, that a disciplinary review process has been initiated together with the basis for complaint. At the same time the Member(s) shall be advised that they will be given an opportunity to present their version of events to the Sub-Committee and may nominate supporting witnesses
 - ii) Shall use reasonable endeavours to interview all involved parties and their nominated witnesses
 - iii) Shall, if expulsion under Article 2 6 a) iv) is under consideration, seek to determine if the act was deliberate or accidental or committed in ignorance
 - iv) Shall within twenty-eight (28) days advise The Committee of the findings of the Sub-Committee together with their recommendation for the continuation or otherwise of the disciplinary process. The findings, recommendation and reasons for this shall be in writing and signed by the Chair of the Sub-Committee
- c) A Member who could be subject to expulsion or a lesser penalty will be informed in writing at least seven (7) days prior to a Meeting of the Committee at which such a vote is to be taken. The Member will be given the opportunity to attend the Meeting together with a Member of their choice, should they so wish, as witness and to present either orally or in writing any explanation or defence they deem proper
- d) The Member will be informed in writing of the Committee resolution within three (3) days of the vote and will have a further seven (7) days in which to lodge an appeal. The member may appeal to the members at a general meeting or to a separate appeals panel, containing none of the people involved in the original decision to expel. The final decision in an appeal against expulsion from membership lies with the members at a general meeting or the appeals panel
- e) Upon expulsion all membership rights and privileges shall cease together with any claims upon The Club or its property but without prejudice to the rights of the Club to recover any fees, subscriptions, levies or other such charges as may be owed by the former Member at the date of expulsion

3. THE COMMITTEE

3.1 Duties

The Committee shall have total responsibility for

- a) Ensuring that The Club is operated and administered in a businesslike manner and in accordance with the Companies Acts and any other legislation, regulations or bye-laws as may from time to time apply and with the Memorandum and Articles of Association of The Tyneside Golf Club Limited
- b) Ensuring that accurate Annual Accounts are produced and filed as required by statute
- c) Appointing and defining the duties of The Company Secretary and such other paid or unpaid officials as are deemed necessary for the proper day to day operation and management of The Club. Such appointees shall be responsible to the Committee via The Chair
- d) Annually appointing auditors for The Club
- e) Annually appointing and defining the roles of Lady and Gentleman Golf Captains and Vice Captains
- f) Appointing, as required, all Sub-Committees in accordance with Article 3.6

3.2 Powers

- a) The Committee, in addition to the powers and authorities expressly conferred upon it by The Articles, may exercise all such powers and do all such acts and things as may be exercised or done by The Club and are not by The Articles or by statute expressly directed or required to be done by The Club in General Meeting but subject nevertheless to any regulation or resolution from time to time made or imposed by majority vote by The Club in General Meeting
- b) Without prejudice to the general powers conferred by Article 3.2 a) and the other powers conferred by The Articles it is hereby expressly declared that the Committee shall have the following powers -
 - i) To provide and acquire either by purchase or otherwise land, buildings, offices or other accommodation and machinery and equipment for the use of The Club
 - ii) To raise such sum or sums of money upon such terms and conditions as it may think fit and either upon mortgage or mortgage debentures with power of sale of other securities of The Club and such monies and interest may be charged upon all or any part of the property of The Club
 - iii) To invest and deal with any monies of The Club not immediately required for the purchase thereof upon such security (although not authorised by law for trustees) and in such manner as it may think fit and to vary or realise such investments for all necessary purposes
 - iv) To appoint any paid or unpaid expert or person of knowledge, from within or without The Club, as the Committee deem necessary to help or guide it in its undertakings
 - v) To divert to Members individually any tax, charge or levy relating to membership of The Club as may be levied on The Club by statute or because of affiliation of The Club to another association or body
 - vi) To increase annual subscriptions for Full Members providing that the proposed increase, excluding any tax, surcharge or levy diverted in accordance with Article 3.2 b)v), is not more than four (4) percent above the underlying rate of inflation for the year to May prior to start of The Club's financial year to which the proposed increased subscription shall apply
 - vii) To vary the annual membership subscriptions for classes of membership other than Full Membership as it deems appropriate
 - viii) To set the qualifying minimum age and length of Full Membership in consideration of Senior Membership
 - ix) To make and adopt such Bye Laws for the regulation of the playing of golf and otherwise for the furtherance of the purposes for which The Club is established and for carrying on its business as it deems necessary, providing that these are not repugnant to the Rules of Golf or the Memorandum or Articles of Association. All such Bye Laws shall be binding upon all Members until the same shall be varied or set aside by the Committee in accordance with Article 3.2 b) x)
 - x) To revoke, alter or temporarily suspend any Bye Law instituted under Article 3.2 ix). Any change or addition to existing Bye Laws shall be posted in the Clubhouse for a minimum period of seven (7) days before coming into effect
 - xi) To dispose of the funds and assets of The Club, subject to the regulations contained in the Memorandum of Association
 - xii) To order the Seal of The Club to be affixed to any document
 - xiii) To make such regulations with regard to visitors as they may think advisable. Under this Article the Committee may at its discretion limit the frequency with which a visitor is introduced to the Course and/or the Clubhouse or instruct that a specific visitor shall not be re-introduced

3.3 Composition

The Committee shall form the Board of Directors of The Tyneside Golf Club Limited and shall consist of The President, Vice President and a maximum of six (6) Ordinary Members. All shall be elected by General Meeting of The Club. If, for any reason, a vacancy shall occur during the course of the year the Committee may at its discretion - call an Extraordinary General Meeting to elect a replacement or leave the position vacant until the next Annual General Meeting or co-opt an eligible member of The Club to fill the vacancy until the next General Meeting. A co-opted member of the Committee shall have the same rights, responsibilities and voting privileges as an elected member.

3.4 Eligibility, Terms of Office and Election

- a) Only Senior and Full Playing Members, excepting any who are in receipt of a wage, salary or honorarium from The Club, are eligible for election to the Committee including the offices of President and Vice President
- b) The President and Vice President shall be elected for a period of two (2) years and their respective elections shall be held in alternating years. Subject to re-election there shall be no limit to the length of continuous office that may be held by The President or Vice President
- c) Ordinary Members of the Committee shall be elected for a period of three (3) years at the end of which they may offer themselves for re-election for a further period of three (3) years. Elections for Ordinary Members of the Committee shall be arranged such that two (2) of their number retire by rota each year
- d) The maximum continuous period for which an Ordinary Member of the Committee may serve, excluding any period of co-option, is six (6) years after which they must stand down for a minimum of one (1) year before offering themselves for re-election
- e) A Member elected by a General Meeting to fill a Committee vacancy which has arisen for any reason, other than normal retirement by rota, shall upon election serve the remaining portion of the period of office for which their predecessor was originally elected. A person elected to fill such a vacancy may, on retirement by rota, offer themselves for re-election providing that a further three (3) year period of office would not be repugnant to Article 3 4 d)
- f) Notice of a Committee vacancy to be filled by election of a General Meeting shall be posted in the Clubhouse twenty-one (21) days prior to the date of the General Meeting and shall remain on display for a period of fourteen (14) days after which nominations shall be closed and a list of candidates posted. Prior to an Annual General Meeting the notice shall list the retiring President or Vice President, as appropriate in accordance with Article 3 4 b), and the two (2) Ordinary Members of Committee who retire by rota and their eligibility for re-election and, in addition, any other vacancy which has arisen and the remaining term of office thereto
- g) Nominations for elected Committee positions must be proposed and seconded by two (2) Voting Members, as defined by Article 4 2 g), by attachment of their names and signatures to the form provided by the Committee for the purpose
- h) All election to Committee positions shall be by ballot excepting when the position is uncontested in which case election shall be by show of hands. Where the number of candidates exceeds the number of vacancies for Ordinary Committee Member or when vacancies by rota and vacancies arising from other causes are to be filled, the two (2) candidates polling the most votes shall be elected to the posts vacated by rota and shall serve for three (3) years, the candidate polling the next highest number of votes shall fill the vacancy with the longest remaining term of office in accordance with Article 3 4 e), and so on
- i) If, at any General Meeting at which an election of Members of Committee should take place, no election takes place the retiring Committee shall continue in office until such time as another General Meeting can be called to elect Committee Members. In such an event the Committee may fill vacancies in their numbers by co-option or leave them vacant at their discretion

3.5 Committee Meetings

- a) At an appropriate time the members of the Committee shall elect one of their number to be Chair and another to be Vice Chair for the forthcoming year
- b) The Committee shall meet as frequently as it deems appropriate but not less than six (6) times per year. At all meetings five (5) shall form a quorum. In the absence of The Chair the Vice Chair shall take the chair, in the absence of both The Chair and the Vice Chair the Ordinary Members present shall elect one of their number to take the chair for the duration of the meeting. A Committee Meeting which is inquorate by virtue of resignations may co-opt replacement members or call a General Meeting of The Club
- c) Only The President, Vice President and Ordinary Members of the Committee present in person at a meeting shall be eligible to vote on formal proposals. Voting shall be by show of hands and in the event of a tie the Chair of the meeting shall have a casting vote
- d) The Lady and Gentleman Golf Captains and Vice Captains together with officials appointed by the Committee under Article 3 1 c) shall be entitled to attend and participate in Committee Meetings but may not vote
- e) Members, including representatives of Sub-Committees and sub-sections within The Club, may attend Committee meetings by invitation or if required so to do by Order of the Committee

3.6 Sub Committees

- a) The Committee may from time to time appoint such Sub-Committees as it deems necessary for the management of The Club, its affairs and the pursuit of the objects for which it is established as defined by the Memorandum of Association
- b) The Committee will define the role and Terms of Reference of each Sub-Committee and delegate to them such powers as it thinks fit. In the exercise of such powers the Sub-Committee shall conform to any regulation imposed upon them by the Committee and shall at all times operate within the requirements of the Memorandum and Articles of Association
- c) The Committee may at its discretion associate with a Sub-Committee any member of The Club or, as experts, other persons of knowledge or practical experience in the matters submitted to the Sub-Committee with privilege to act and vote on such a Sub-Committee

3.7 Conflict of Interest

- a) A member of the Committee, or a Sub-Committee, must declare to the Committee if any item of business brought before the Committee, or Sub-Committee, of which they are a member could result in a conflict of interest between themselves in any capacity and the management or operation of The Club
- b) The Committee shall, in the absence of the declaring member, decide by ballot if the declaring member may be allowed to be associated with the specific item of business when it is dealt with in Committee or Sub-Committee. A two-thirds majority in the ballot shall be required before the declaring member may be associated with the specific business. The declaring member shall not have a vote in the ballot.
- c) A member of the Committee or a Sub-Committee who is excluded from association with a specific item of business under Article 3.7 b) retains all rights as a Member of the Club and may make representation to the Committee verbally or in writing and, if appropriate, appear before the Committee in connection with the specific business and shall have a vote should the specific business be brought before a General Meeting of The Club.

3.8 Remuneration of Committee Members

A Member of the Committee shall not be paid any salary or fees, or receive any remuneration or other benefit in money or money's worth from The Club for discharging their duties as a Director of The Tyneside Golf Club Limited but may be reimbursed for out-of-pocket expenses incurred as a result of actions taken on behalf of The Club.

3.9 Resignation and Expulsion from the Committee

- a) An elected or co-opted member of the Committee wishing to resign their position must do so in writing.
- b) The Committee may by resolution require the resignation of any of their number who -
 - (i) Materially or persistently fails to discharge their legal responsibilities as a Director of The Club, as defined by the relevant Companies Acts
 - (ii) Is to be the subject of disciplinary action in accordance with Article 2.6 a)
 - (iii) Fails to declare a possible conflict of interest in accordance with Article 3.7 a)
 - (iv) Is declared mentally ill or bankrupt or is disqualified as a director by the courts
 - (v) Fails to attend Committee Meetings for a period of six (6) months without the agreement of the Committee

4. GENERAL MEETINGS OF THE CLUB

4.1 Specific Business

All items of business as required by law shall be attended to at a General Meeting of The Club, including and additional to these the following items shall be conducted only at a General Meeting of The Club -

- a) Changes to the Memorandum or Articles of Association
- b) Changes to the maximum permitted total number of Playing Members specified by Articles 2 1 a) and 2 1 c)
- c) Changes to the maximum permitted number in any Playing Category as specified in Appendix A to The Articles
- d) Election of Life or Honorary Members
- e) Election of Committee Members, including The President and Vice President, except for the temporary co-option to a vacant position as provided by Articles 3 3 and 3 4 i)
- f) Presentation of the Report of the Committee as to the general position of the affairs of The Club
- g) Presentation of the Annual Financial Report of The Club, copies of which must be circulated to all Voting Members, as defined by Article 4 2 g), together with the calling notice for the General Meeting
- h) Acceptance or otherwise of any annual subscription increase which exceeds the limit delegated to the Committee by Article 3 2 b)vi)
- i) Acceptance or otherwise of any special subscription or levy as may from time to time be proposed by the Committee, excluding such charges as detailed in Article 3 2 b)iv)
- j) Specific binding resolutions as detailed in the calling notice required by the Committee or requested by Members of The Club in accordance with the procedures set out in Section 4 5 of The Articles

4.2 Calling and Conduct of General Meetings

- a) Twenty-one (21) days notice of all General Meetings specifying the date, time, place, nature and agenda of the Meeting and shall sent be to all Voting Members, as defined by Article 4 2 g), posted in the Clubhouse and advised to the appointed auditors. In the case of an Extraordinary General Meeting no business other than that specified in the calling notice shall be entertained at the Meeting
- b) Fifty (50) Voting Members, as defined by Article 4 2 g), present in person shall form a quorum at all General Meetings of The Club
- c) If within thirty (30) minutes of the appointed starting time the Meeting is inquorate or if at any point after starting the Meeting becomes inquorate -
 - i) If it is a Meeting convened at the request of Members of The Club, it shall be dissolved
 - ii) In all other cases it shall, after an adjournment of seven (7) days, be reconvened in the same place and at the same hour. If, within thirty (30) minutes of the appointed starting time, the reconvened Meeting is inquorate it shall be adjourned sine die and it shall be assumed that the Members have delegated to the Committee the power to act as they see fit in relation to all business detailed in the calling notice excepting any business required by law to be undertaken only by The Club in General Meeting
- d) At all General Meetings The President shall take the Chair. In the absence of The President the Chair shall be taken by The Vice President. In the absence of both The President and The Vice President the Meeting shall elect a Chair from amongst their number
- e) All discussions shall be conducted in such a manner as The Chair shall direct
- f) Other than special and extraordinary resolutions, as defined by The Companies Act, resolutions brought before the Meeting shall be decided by simple majority on the show of hands by the Voting Members, as defined by Article 4 2 g), unless a ballot is requested by five (5) or more. Unless a ballot is demanded the declaration by The Chair that the resolution has been carried shall be sufficient evidence of the fact without proof of the number or proportion of votes in favour. In the event of a ballot being demanded it shall be taken within twenty-eight (28) days and in such a manner as The Chair directs, except that only those Voting Members as were present at the Meeting where the ballot was demanded shall be eligible to vote in the ballot, and the result of the ballot shall be deemed to be the resolution of the Meeting. Special and extraordinary resolutions, as defined by The Companies Act, shall be decided in the same manner as other resolutions except that a seventy-five (75) percent majority, rather than a simple majority, shall be required. Binding resolutions shall not be decided by postal vote nor shall any form of proxy vote be entertained
- g) Life, Senior, Full and Juniors Members eighteen (18) years of age and above, together with members of other categories who have previously held Full Membership and paid the appropriate Full Entry Fee on election, are designated Voting Members
- h) Only those Voting Members, as defined by Article 4 2 g), present in person at a General Meeting shall be entitled to vote on binding resolutions placed before that Meeting but, at the discretion of The Chair, a consensus of opinion of all present at the Meeting may be taken for information
- i) Each Voting Member shall have a single vote on each issue to be decided by resolution, irrespective of the class or length of membership except that -
 - i) In the event of a tied vote The Chair shall have a casting vote
 - ii) In elections for Ordinary Members of Committee each Voting Member shall have one vote per Committee Ordinary Member vacancy but may not allocate more than one vote to any one candidate
- j) The Chair may, with the consent of the Members present, adjourn any Meeting from time to time but no business shall be transacted at a reconvened Meeting other than the business left unfinished at the Meeting from which the adjournment took place

4.3 The Annual General Meeting

- a) The Annual General Meeting of The Club shall be held each year at a time and place as decided by the Committee but not later than fifteen (15) calendar months after the previous Annual General Meeting
- b) Business of the Annual General Meeting shall include -
 - i) Election of The President or Vice President, as appropriate in accordance with Article 3 4 b)
 - ii) Election of Ordinary Members of Committee to fill those vacancies resulting from retirement by rote and any other cause
 - iii) Presentation of the Report of the Committee as to the general position of the affairs of The Club
 - iv) Presentation of the audited accounts of The Club
 - v) Any business which proposes a change to the Memorandum or Articles of Association providing that this business has been duly notified in accordance with Article 4 5 or included in the calling notice for the Meeting
 - vi) Any business, not being a change to the Memorandum or Articles of Association, but requiring a binding vote, providing that this business has been duly notified in accordance with Article 4 5 or included in the calling notice for the Meeting
 - vii) Any other general business which The Chair deems appropriate for discussion by the Meeting and is not repugnant to Articles 4 3 b) v) or 4 3 b) vi) or does not require a binding vote

4.4 Extraordinary General Meetings

- a) The Committee may convene an Extraordinary General Meeting at any time providing that a calling notice is posted in accordance with Article 4 2 a) The business transacted at any such General Meeting shall be limited to that specified in the calling notice and only the resolution(s) as stated in the calling notice or amendments thereto may be voted upon
- b) The Committee shall convene an Extraordinary General Meeting within twenty-eight (28) days of acceptance of a request in writing complying with Article 4 5 If the Committee fail to convene a Meeting within the requisite period any ten (10) percent or more Voting Members, as defined by Article 4 2 g), may themselves convene a General Meeting The business transacted at any such General Meeting shall be limited to that specified in the aforesaid request in writing and only the resolution(s) as stated in the proposal which accompanied the request in writing in accordance with Article 4 5 may be voted upon

4.5 Members Resolutions

Any matter, including changes to The Memorandum or Articles of Association, raised by Members to be decided by binding vote, at either the Annual General Meeting of The Club or an Extraordinary General Meeting called for the purpose, must be in the form of a written request addressed to the Committee and comprised of two parts -

- i) A statement of the purpose or object of discussion signed by five (5) percent or more Voting Members, as defined by Article 4 2 g)

and

- ii) A clear proposal of the resolution(s) to be placed before the Meeting for decision by vote

If the Committee consider that the request fails to meet either of the above criteria it shall return the request together with the objections in writing within seven (7) days, if the Committee fails to do so it will be deemed to have accepted the request and shall be bound to place the resolution before a General Meeting in accordance with Article 4 3 b) v) or 4 3 b) vi) or 4 4 b), as appropriate

If the resolution of the Members is to be included in the agenda of the Annual General Meeting of The Club the request must be received in an acceptable form by the Committee at least twenty-eight (28) days prior to the date of the Annual General Meeting as published in the Annual Fixture List of The Club

5. OTHER

5.1 Entrance Fees and Annual Subscriptions

- a) The Committee may from time to time set such amounts as it sees fit to be paid by a Playing Member upon joining The Club or on transferring from one category of Playing Membership to another
- b) Annual Subscriptions shall be due on the first day of March each year
- c) All fees, subscriptions and levies must either be paid or an alternative arrangement be agreed by the Committee within thirty (30) days of the due date, failure to do so will render the member ineligible to enjoy the privileges and facilities of The Club until such time as due payment or alternative arrangement is made
- d) The Committee shall at its discretion post in the Clubhouse the name of a Member who is in arrears or who has failed to make an alternative arrangement as agreed by the Committee within thirty (30) days of the due date
- e) A member who is in arrears or who has failed to make an alternative arrangement as agreed by the Committee within sixty (60) days of the due date shall be deemed to have resigned their membership of The Club and shall cease to have any claim upon The Club or its property without prejudice to the rights of The Club to recover any fees, subscriptions, levies or other such charges as may be owed by the former Member
- f) The Committee may, subject to receiving a satisfactory explanation and on such terms as it sees fit, re-instate a former Member deemed to have resigned in accordance with Article 5 1 e)

5.2 Property

- a) No Member shall remove from the premises of The Club any article being the property of The Club without the written permission of the Committee
- b) No Member shall wilfully deface, damage or destroy any property belonging to The Club
- c) A Member causing breakage, damage or destruction of property belonging to The Club, or a grazing tenant of The Club, shall be responsible for the reimbursement of any cost of replacement or repair or other restoration of the property in question
- d) Members leaving personal property on the premises of The Club do so at their own risk and The Club shall accept no liability whatsoever for any loss incurred

5.3 Complaints and Suggestions

- a) All complaints shall be made in writing to the Committee and none shall be attended to unless this regulation be complied with
- b) All suggestions shall be made in writing to the Committee and signed by the Member(s) making the suggestion and none shall be attended to unless this regulation be complied with

5.4 Notices

No notice of any kind shall be posted in the Clubhouse except by the authority of the Committee or Sub-Committee or an official appointed by the Committee

5.5 Records and Accounts

- a) Minutes of the proceedings of all General Meetings of the Club and of Committee Meetings, once signed by the respective Chair of such meetings, shall be received as evidence of such proceedings without further proof
- b) Signed Minutes of all General Meetings of The Club and of Committee Meetings shall be available for the inspection of Voting Members, as defined by Article 4 2 g), upon application to the Committee or an officer appointed by the Committee in accordance with Article 3 1 c)), subject to any reasonable restrictions imposed by the Committee as to the time, place and manner of inspection
- c) Upon application to the Committee the accounts showing the financial position of The Club shall be open to inspection by Voting Members, as defined by Article 4 2 g), subject to any reasonable restrictions imposed by the Committee as to the time, place and manner of inspection

Signed:

John Cushnaghan
President

George Ryder
Vice- President

APPENDIX A

Membership Classifications

Class of Membership	Max No.	Playing Entitlement *	Voting at General Meetings	Eligible for Committee	Notes
Playing					
Full	440	7 Days / Week	Yes	Yes	Aged twenty-one (21) or over
Senior	100	7 Days / Week	Yes	Yes	Former Full Members elected by the Committee subject to fulfilment of conditions detailed in Article 2 4
Life	n/a	7 Days / Week	Yes	No	Former Members elected by General Meeting in accordance with Article 2 3
Honorary	n/a	7 Days / Week	No	No	Persons not being former Members elected by General Meeting in accordance with Article 2 3
Country	15	7 Days / Week	Yes	No	Persons domiciled more than 35 miles from The Club and who are Full Members of another Golf Club
Associate	175	Monday to Friday	Note 4	No	Aged twenty-one or over
Student	15	7 Days / Week	Note 4	No	Former Full or Junior Members up to twenty-five (25) years of age and who are in full time education
Junior	75	7 Days / Week	Note 5	No	Up to twenty-one (21) years of age
Non-Playing					
Non-Playing	n/a	None	Note 4	No	Former Playing Members who have temporarily or permanently ceased playing golf but retain access to the Clubhouse facilities
Social	n/a	None	Note 4	No	Persons wishing access to the Clubhouse facilities for social purposes only

Notes

- 1 The number of members in a Playing Category must not exceed the Maximum Number indicated in Column 2 of this Table
- 2 The total number of Playing Members, excluding Life and Honorary Members, must not exceed 700
- 3 For Playing classification and determination of voting numbers and rights, age shall be taken as the age of the member on the first day of September in the present financial year of The Club
- 4 Members in these classification who previously held Full Membership and paid the appropriate Full Entry Fee on election are entitled to vote
- 5 Junior Members eighteen (18) years of age and above on the first day of September in the present financial year of The Club are entitled to vote
- 6 Voting Members, as defined in Article 4.2 g), shall comprise at least 70% of the total membership over the age of 18 years
- 7 Non-Playing and Social Members shall not exceed 10% of the total membership over the age of 18 years

The Maximum Number in any Playing Category and/or the Total Number of Playing Members, excluding Life and Honorary Members, may only be changed by resolution of the Voting Members, as defined by Article 4 2 g), in General Meeting

* Subject to -

- i) General starting time restrictions as shown in the Annual Fixture List of The Club, and
- ii) Tee reservations as agreed by the Committee and displayed in the Clubhouse

n/a Not applicable