



# Settle & Giggleswick Golf Club Constitution and Rules as agreed and amended during the AGM on the 16<sup>th</sup> November 2021

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I CERTIFY THAT THIS IS A TRUE COPY OF THE CONSTITUTION AND RULES OF SETTLE  
AND GIGGLESWICK GOLF CLUB.

A handwritten signature in black ink, appearing to read 'P. Johnson', is written over a light blue horizontal line.

**SIGNED**

Peter Johnson (Honorary Secretary)

1. The name of the Club shall be Settle and Giggleswick Golf Club (hereafter known as the club). From the 1<sup>st</sup> April 2014 the club will form an operating partnership with Giggleswick School (hereafter known as the school).

2. The property and, subject to rule 12, the management of the Club shall be vested in the Management Committee. The Club shall be a non profit making organisation and any profits made will be reinvested in the Club in agreement with the school. However, in the event of the Club being wound up, any profit made by the Club shall be distributed proportionally to all existing Full Members and persons who have been Full Members within one year of such winding up. Any liability, which the Management Committee may incur, when the Club is wound up, shall be a first charge on the property of the Club. Then all existing Full Members and persons, who have been Full Members within one year of such winding up, shall be liable to contribute rateably up to the sum of their Annual Subscription to the liabilities of the Club, or of the Management Committee in respect thereof. The partnership with the school has no impact on the above with regard to any wound up profits with regard to the sale of any land previously owned by the club.

3. The Club may when authorised thereto by a resolution of the Management Committee duly passed, obtain advances of and borrow money for the purposes of the Club, whether by means of a loan from the Club's Bankers or by way of an overdraft on any current account of the Club with its Bankers or by any other means upon such terms as to interest and as to the time and manner of repayment of principal and interest or otherwise howsoever as the Management Committee may determine. The Management Committee may authorise the mortgaging or charging by on behalf of the Club of any property of the Club to secure any such borrowing as aforesaid.

#### **Officers & Management Committee**

4. There shall be the following Officers of the Club namely, President, Captain, Honorary Treasurer and Honorary Secretary.

5. All Officers of the Club shall retire at each Annual General Meeting but shall be eligible for re-election.

6. The President may be nominated only by the Management Committee and may serve in that capacity for a period of two years.

7.a The Management Committee shall consist of the President (Chairman), Captain, Vice Captain, Honorary Treasurer, Honorary Secretary, Retiring Captain, Lady Captain, Lady Vice Captain, Seniors Captain and five other members of the Club elected at the Annual General Meeting.

7.b: The school will nominate two people to serve on the committee to ensure that both parties are privy to the management of the club.

8. Any casual vacancy occurring in the Officers or elected members of the Management Committee may be filled by the Management Committee. Persons so elected shall hold office only for the remainder of the current year.

9. The Management Committee shall have power to appoint Sub-Committees for special purposes and such Sub-Committees shall have power to co-opt.

10. Only Class A Members shall be eligible for election to the Management Committee or to serve as Officers of the Club. The only exception relates to the members from the school.

11. The authority of the Management Committee shall in all cases be paramount until overruled by a General Meeting.

12. Six members of the Management Committee shall constitute a forum.

13. The Honorary Treasurer shall receive and pay all monies due to, or by the Club, under the

direction of the Management Committee and shall keep a correct account of all financial affairs. He/she shall submit to the Annual General Meeting accounts showing income and expenditure for the year, together with a balance sheet, prepared in association with the schools accounts department from the accounts and information prepared by the Honorary Treasurer. A copy of the prepared accounts shall be available to each member at the Annual General Meeting.

14. The Honorary Secretary shall minute all meetings of the Club and Management Committee and shall present the Minute Book at all meetings. He/she shall convene meetings of the Club and Management Committee and be responsible for giving notice of such meetings.

15. No notice or document of any kind shall be exhibited in the Clubhouse or surrounding area except by permission of the Management Committee or Honorary Secretary.

### **General Meetings**

16. The Annual General Meeting of the Club shall be held during November each year.

17. The Agenda for the Annual General Meeting shall be as follows:

- a) Minutes of the previous meeting.
- b) Matters arising.
- c) Adoption of reports and accounts.
- d) Alteration to Constitution and Rules (if any).
- e) Election of Officers.
- f) Election of Management Committee.
- g) Annual Subscriptions.
- h) Any other business.

18. Alterations and additions to the Constitution and Rules of the Club can only be made at a General Meeting. A motion involving alteration or addition to the Constitution and Rules shall be deemed carried only if two thirds of the voting members present are recorded as being in favour.

19. No suggested alteration or amendment of the Constitution and Rules shall be considered at the Annual General Meeting unless:

a) Notice in writing of any such proposal shall have been received by the Honorary Secretary before the first day of September preceding that meeting. Any such notice should show clearly the nature of any proposed alterations or amendments and be supported by the names of a Proposer and Seconder.

Compliance with paragraph a) shall not be necessary in respect of any alteration or amendment proposed by the Management Committee.

b) Particulars of any proposed alteration or amendment shall have been sent to each member entitled to vote, at least seven days before the date of the meeting.

20. Notification of an Annual General Meeting, giving 4 days notice of such a meeting may, at the discretion of the Management Committee, be made by letter/email to each member entitled to vote, or by advertisement in the local press and/or by notices posted in the Clubhouse.

21. The Honorary Secretary shall convene an Extraordinary General Meeting when requested to do so by the Management Committee, or on receipt of an application, in writing, signed by not less than twenty voting members of the Club. Any such application must state the object(s) for which the meeting is called.

22. Business transacted at an Extraordinary General Meeting shall be limited strictly to the proposal(s) for which the meeting was originally called.

23. No business shall be transacted at a General Meeting unless at least one fifth of voting

members of the Club are present. Voting shall be by a show of hands except where the Rules provide that a ballot shall be necessary, or when a ballot is requested by not less than one fifth of the voting members present. The decision of the majority (subject to rule 19) shall be binding but if voting is equal, the Chairman shall have a second or casting vote.

24. No paid employee of the Club shall be eligible to serve on the Management Committee.

### **Membership**

25. Each candidate for membership should submit the formal application form stating which class of membership is required.

26. Each candidate for membership should be approved by an officer of the club. No application can be refused without consultation of the general committee.

27. The Management Committee will be informed by the secretary of new applicants at the next available Management Committee meeting.

28. Each successful applicant shall be notified forthwith by the Honorary Secretary together with the Joining Fee (if applicable) and Subscription payable and his/her attention shall be drawn to the Constitution and Rules, and Local Rules of the Club, which are to be displayed in the Clubhouse.

Subscriptions of new members must be paid within 14 days or by installments payment as per Clause 30 but the Joining Fee (if applicable) may at the discretion of the Committee be paid over 12 months in installments with an administration fee.

Members accepted during a year may be required to pay only a part subscription at the discretion of the Management Committee,

Whether or not a new applicant-joining fee is to be charged will be assessed annually by the General Committee taking into account the financial standing of the Club.

29. The Subscription Year will run from 1st April each year and subscriptions of existing members must be paid by 30th April or by instalment payments as agreed by the General Committee. The subscription will include member's fees liable to the EGU, affiliated Golf Unions and the agreed fees relating to personal liability insurance.

If a full member selects a direct debit option, they must enter into a credit agreement with the company already chosen by the Club during March prior to 1st April each year. The interest rate for credit will be charged at the rate current at the time.

Names of members neglecting to pay subscriptions within the above time scale will be posted in the Clubhouse and, at the discretion of the Management Committee, will be deemed to have resigned.

30. Members of the Club shall be classed under the following headings and Joining Fees if appropriate (at the present time there are no joining fees applicable for any category) and Subscriptions for the various classes shall be fixed at each Annual General Meeting.

Class A - Full Member.  
Intermediate Plus Membership 25 to under 36  
Intermediate Membership – 19 to under 25

Class B – Country Member.  
Junior Member – 18 or under years of age.  
Junior Member 13 to 18 the dependent (s) of a Full Member.  
Junior Member to age 12 - the dependent (s) of a Full Member.

Class C - Corporate Membership  
Giggleswick School pupil (full time)  
Old Giggleswickian Membership (main residence to be in excess of 20 miles).  
Parent of a current boarder

Class D - Social

Class A members, having paid their Annual Subscriptions as they fall due, shall have the right of voting at General Meetings, the right of holding Office, and an interest in the property and funds of the Club so long as they remain members. None of the above rights shall apply to members in Class B.

Qualification for Country Membership shall be such that the main residence is in excess of 25 miles radius of the Club. There will be no restrictions with regard to the days of play; however Country Members may not enter Club Competitions. Entry to Opens and Social Competitions is permitted. A country member will pay fees determined by the committee – this will no longer relate to 50% of the full fees paid by a Class A member.

Class C will be restricted as Country Members re entering club competitions and unless they have an 'away' handicap they will be unable to have a valid handicap from Settle & Giggleswick Golf Club.

The elevation of Junior Members to Intermediate Membership will be at the discretion of the Management Committee and on payment of the Intermediate Membership subscription, providing they have paid the Junior Membership Subscription for the previous two full subscription years. This will also apply when elevated from Junior or Intermediate or Full Membership.

Class D

Class D members will be informed of all social events of Settle & Giggleswick Golf Club including nine hole social competitions – by e-mail wherever possible. The subscription fee for the above category is to be determined by the AGM on an annual basis. They are entitled to attend the AGM, however, they will have no voting rights at the AGM

Junior Members who have paid subscriptions for less than the two previous full subscription years will, at the discretion of the Management Committee, be elevated to Intermediate Membership and/or Intermediate Plus Membership and to Full Membership on payment of the Subscription and the Joining Fee (if appropriate) the sum of which will be the difference between the two Joining Fees current at the time.

31. A member absent from the United Kingdom for an entire subscription year shall not be liable to pay that year's subscription, providing the necessary application is made, in writing, to the Honorary Secretary, prior to the commencement of that subscription year.

32. A former member wishing to rejoin the Club must be nominated and accepted in accordance with the Rules of the Club and shall be liable to pay the Joining Fee (if appropriate) and the Subscription currently in force together with any arrears remaining at the time of leaving. Such applicants may, at the discretion of the Management Committee, have their joining fees (if appropriate) waived or reduced.

33. If any complaint should arise resulting from the conduct or behaviour of any member, this, in the first instance, shall be fully investigated by the Management Committee. A meeting of the Management Committee shall be convened for this purpose, either at the instigation of two members thereof, or at the request of twelve voting members of the Club, given in writing. A member, the subject of any complaint, will be informed in writing of the nature of the complaint and, if the Management Committee considers the matter to be sufficiently serious, that member may be directed to appear before the Management Committee. The member complained of, may if he/she wishes, be accompanied at such a meeting by a friend.

Should the Management Committee find the complaint to be well founded and if they consider the

misconduct to be sufficiently serious they may request the member to resign his/her membership or they may decide that the member shall be expelled from the Club.

34. Temporary membership may be allowed at the discretion of the Management Committee and names and addresses of such Members should be entered in a book held at the Clubhouse for that purpose. The Subscription for temporary membership shall be, as fixed by the Management Committee at the time of membership being granted.

35. The Committee can award Honorary Life Membership to long-standing members who have given exceptional service to the Club.

#### **General**

36. The Management Committee shall be empowered to grant the use of the Clubhouse and Course to a limited number of persons for such periods, upon such considerations, and subject to such terms and restrictions as they in their discretion think fit, whether temporarily restricting the rights of members or not.

37. All notices under these Rules shall be deemed to have been duly given if posted to members at their last known address, and the accidental omission of giving notice of a meeting to any member shall in no way invalidate the proceedings of that meeting.

38. The Management Committee shall be empowered to make such bylaws, as they consider necessary for the wellbeing of the Club, and to revise the Local Rules of play from time to time. A copy of the bylaws and Local Rules of Play shall be exhibited in the Clubhouse.

39. Prizes may be offered by the Club for competitions.

40. The rules of the game shall be those made, or adopted, by the Royal & Ancient Golf Club of St. Andrews, so far as may be locally adaptable.

**The Captain shall be the final arbiter in the application of the Rules of Golf.**

Constitution & Rules revised and updated as of 16<sup>th</sup> November 2021.