

**RULES**

**OF**

**CORNWALL GOLF**

**LIMITED**

(Adopted by the Company under Article [    ]  
of the Company's Articles of Association  
(the "**Articles**") on [    ]

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## **1. Definitions and Interpretation**

1.1 In these Rules, unless the context requires otherwise:

“**Company**” means Cornwall Golf Limited (company number [ ] and whose registered office is at [ ]; and

“**Member Clubs**” mean those golf clubs within the County of Cornwall and elsewhere who have been admitted to membership of the Company in accordance with Rule 2.

1.2 These Rules are made pursuant to Article 5 of the Articles. Words which are defined in the Articles bear the same meaning when used in these Rules. Where there is any inconsistency between these Rules and the provisions of the Articles, the provisions of the Articles shall prevail.

## **2. Membership**

Membership shall comprise:

### **2.1 Voting Members**

The Member Clubs shall comprise the Voting Members of the Company

Voting Members are entitled to receive notice of, attend and vote at general meetings. Membership as a Voting Member shall be open to all golf clubs within the County of Cornwall whose constitution and rules:

2.1.1 recognise the Rules of Golf as prescribed by R & A Rules Limited.

2.1.2 give control to its members or a committee thereof for the handicapping of its members in accordance with the National Handicapping Scheme in force from time to time.

2.1.3 undertake that any golfing events organised by the Club shall comply with the Rules of Amateur status laid down by R & A Rules Limited and that such Rules of Amateur Status shall be applied and form a condition of entry to any such events.

2.1.4 conform to and accept the objectives, rules and regulations of England Golf.

### **2.2 Non-Voting Members**

Non-Voting Members shall be observers who will be entitled to receive notice of and attend meetings of the members, but will not be entitled to vote.

A Non-Voting Member may be allowed to speak at a meeting at the discretion of the Chair.

### **2.3 Admission to Membership**

2.3.1 Applications for admission to membership of the Company as a Voting Member shall be in the form prescribed by the Board and shall contain an undertaking by the applicant to conform to and accept the Objects of the Company as set out in the Articles and to accept these Rules. The application for membership shall contain agreement to the Articles and to these Rules and be signed by the club's President (or Captain) and the Secretary or Manager.

2.3.2 Applications for admission to membership shall be sent to the County Golf Operations Manager who shall refer any such application to the Board which shall have the power to admit the applicant under Article 28.

## **2.4 Cessation of Membership**

- 2.5.1 A Member Club may withdraw from membership of the Company by giving notice thereof to the County Golf Operations Manager not less than 30 days before its re-affiliation date in any year failing which such Member Club shall be liable to pay the annual affiliation fee for the ensuing calendar year.
- 2.5.2 If the Board decides that a Member Club should be expelled the provisions of Article 30 shall apply.
- 2.5.3 A Playing Member shall cease to be a member if he or she ceases to be a member of a Member Club.
- 2.5.4 Affiliation fees are not refundable in whole or in part.

## **3. President and Vice President**

- 3.1 The Board shall establish a Nominations Committee, made up of Past Presidents from both the CGU and CLCGA and other persons as it shall in its discretion decide, to recruit Presidents and Vice Presidents.
- 3.2 Nominations shall be based on a skills matrix and any other criteria that the Nominations Committee shall specify, having regard to the suitability of the candidate for each role and the need for equality and diversity within the County.
- 3.3 The Nominations Committee shall nominate the President and Vice President for approval by the Board. A Board Meeting is to be held to approve the nominees and must be held at least six weeks prior to the Company's AGM in preparation for the announcement.
- 3.4 Persons appointed as President and Vice President shall hold office for a one-year term, with their appointment beginning from the date of the Board Meeting at which their nomination was approved.
- 3.5 The President and Vice President shall be observers of the Board and meetings of the Company's Committees, who will be entitled to receive notice of, attend and speak at any such meetings but will not be entitled to vote.
- 3.6 If there is a vacancy in the office of President, the Board may resolve by majority to appoint the Vice President (or such other person as the Board considers fit) as President. The Vice President shall normally (but not necessarily) be nominated as President having served their term as Vice President. If the Vice President is so appointed as President, then the Board shall request the Nominations Committee to nominate a replacement Vice-President. In any sequence of three Presidents at least one shall be a man and one shall be a woman.

## **4. Affiliation Fees**

- 4.1 Each Member Club shall pay such annual affiliation fees (whether on a per capita basis or otherwise) as shall be set by the Board and approved by the Voting Members of the Company in general meeting.
- 4.2 The annual affiliation fees shall be payable once per year and shall be collected by the Company and calculated on a per capita basis for every Playing Member irrespective of membership category. The annual affiliation fees shall be payable each year:
  - 4.2.1 In respect of those persons who are Playing Members on their relevant Member Club's annual membership renewal date, on such date as falls 60 days after the Member Club's annual membership renewal date or, if a Member Club does not have one fixed date for

renewal of membership for all Members, on such other date as may be agreed between the Member Club and the Company and, failing agreement, 1 April in each year ("**First Payment Date**"); and

4.2.2 in respect of those persons who join as a Playing Member after the relevant Member Club's annual membership renewal date, on such date as falls 60 days after the six month anniversary of the relevant Member Club's annual membership renewal date ("**Second Payment Date**").]

- 4.3 Annual affiliation fees will normally be invoiced by Members Clubs to their Playing Members as a disbursement.
- 4.4 Failure by a Playing Member to pay such annual disbursement shall not exonerate the Club of which he or she is a Playing Member from its obligation to pay the annual affiliation fee in respect of that Playing Member.
- 4.5 Any Member Club whose affiliation fee is not paid within 30 days of either the First Payment Date or the Second Payment Date (as applicable) in any year shall not be entitled to take part in any championship, county match meeting or competition run by the Company, nor shall any Playing Member of such Member Club be eligible to participate in any event organised by the Company until such time as the affiliation fee has been paid (subject to the discretion of the Board to the contrary).

## **5. Committees**

- 5.1 Committees may be appointed by the Board to administer specific activities of the Company and shall report to and be responsible to the Board for the activities delegated to them.
- 5.2 Members of the Committees will be appointed by the Board on their relevant skills and experience.
- 5.3 The quorum for a meeting of any committee shall be 51% of the members of such committee including at least one male member of the committee and at least one female member of the committee.
- 5.4 Committees shall provide copies of minutes of their meetings to the Board promptly after each meeting.

## **6. Meetings**

- 6.1 The Board shall convene an annual general meeting each year in accordance with Article 31.
- 6.2 In addition to the annual general meeting the Board shall convene at least one general meetings in each calendar year. Member Clubs will be invited to send one male and one female to such meeting representing their male and female Playing Members. In the event of a club sending two representatives only one of the representatives will be the Voting Member. The objective of the general meeting will be to update Member Clubs and Playing Members on the activities of the Company and on all issues relevant to Member Clubs and Playing Members.
- 6.3 The Company has representation on the executive of England Golf and the SW Region for both men and women:
  - 6.3.1 England Golf - a member of the Board shall be nominated as England Golf Representative to attend relevant meetings of England Golf. If a matter has been considered by the Board, and matters of outstanding importance concerning England Golf should be considered by the Board wherever possible, and the Board has made a decision on such matter the representative shall vote in accordance with such decision. In all other matters the representative shall act in his or her discretion in what he or she considers to be the best interests of England Golf and the Company.

- 6.3.2 The Board shall nominate a representative to sit on the executive committees of the South West Region. If a matter has been considered by the Board, and matters of outstanding importance should be considered by the Board whenever possible, and the Board has made a decision how to vote on such matter, the representatives shall vote in accordance with such decision. In all other matters the representatives shall in their discretion vote in what they consider to be the best interests of South West Region and the Company.

## **7. Discipline**

- 7.1 The Board shall ensure that Members comply with the Objects set out in the Articles and with these Rules and that these Rules are enforced.
- 7.2 Subject to any variation or amendment made by the Company in general meeting the disciplinary procedures set out in the Schedule to these Rules shall apply.
- 7.3 The Board is authorised to impose such sanctions, penalties or punishment on any Member it deems necessary or appropriate pursuant to the disciplinary procedures.
- 7.4 Member Clubs shall inform the Company of any disciplinary action taken against a Playing Member who is a member of that Member Club.
- 7.5 In the event of an appeal against a sanction imposed by the Board (received by the Company pursuant to Article 30.2.4) the Board shall call a general meeting at which the Member may present a statement and all the Member Clubs shall vote as to whether to overturn such any sanctions, penalties or punishment imposed pursuant to Rule 7.4 above.

## **8. Competitions, Matches and Courtesy of Courses**

- 8.1 When requested by the County Golf Operations Manager, and the Championships and Competitions Director, Member Clubs will, whenever possible, grant the courtesy of their courses to the Company to hold the County Championship, County Matches and other approved County Competitions. A facility fee may be paid at the discretion of the Board for approved county competitions and events.
- 8.2 All arrangements for competitions and matches will be agreed in advance by the County Golf Operations Manager and the authorised representative of the hosting Member Club.
- 8.3 All competitions shall be played in accordance with the current Rules set by R & A Rules Limited and any local Rules of the Member Club on whose course the competition is being played.
- 8.4 Member Clubs shall provide copies of their Health & Safety Rules and requirements and of any relevant Health & Safety risk assessments for use when a county competition or match is to be played on that course.

## **9. County Dress**

- 9.1 County dress and qualification for county colours shall be decided by the Board.

## **10. Bank Mandate**

- 10.1 The Bank Mandate shall require that payments in excess of £5000 shall be signed by not less than two authorised signatories whether by cheque or electronic transfer (one should be the Finance Director or Chair).
- 10.2 All payments from the Company bank account must be authorised by the Finance Director or his or her nominee.
- 10.3 Company employees and representatives are prohibited from entering into any arrangements on behalf of the Company with a value in excess of £5000, or incurring any liability or indebtedness in excess of £5000 for any purpose whatsoever, without first obtaining the written consent of two Board Members of which one must be the Finance Director or his or her nominee.