

STINCHCOMBE

HILL

GOLF CLUB

**Rules &
Byelaws**

SEPTEMBER 2021

STINCHCOMBE HILL GOLF CLUB - RULES

NAME OF THE CLUB

1. The name of the Club shall be "THE STINCHCOMBE HILL GOLF CLUB"

OBJECTS AND STATUS OF THE CLUB

2a. The provision of facilities for golf, including normal clubhouse facilities and of social activities for the benefit of the members.

2b. The Club is a non-profit-making organisation. All profit and surpluses will be used to maintain or improve the Club's facilities. Upon dissolution or business failure the assets will be disposed of under current financial regulations.

MEMBERSHIP

3. The number and categories of members shall be determined by the General Committee at agreed levels and types being reviewed annually. The categories are those outlined in Bye Law 1.

The Club recognises the Seniors Section, the Ladies Section and the Junior Section who are governed by both the Club Rules and their own rules as agreed with the General Committee.

MANAGEMENT

4. The management of the Club shall be vested in a committee, to be known as the General Committee, whose authority shall in all cases be paramount until overruled by a General Meeting of the Club with a two-thirds majority of those members present (who are entitled to vote) and voting. The General Committee are empowered to make, repeal and amend Byelaws as they may, from time to time, consider necessary for the proper management of the Club.

THE PRESIDENT

5. The President is elected for a 3-year term.

GENERAL COMMITTEE

6. Constitution. The General Committee of the Club shall consist of The Club Chair, Club Vice-Chair, Club Captain, Club Vice-Captain, Lady Captain, Lady Vice-Captain, Immediate past Club Captain, Chair of Finance, Chair of Golf and Handicap, Chair of Greens, Chair of House, Chair of Membership, Chair of Social and a representative of the Seniors Section. A quorum shall be 30% of the Committee.

7. Election and Retirement

a. Captains shall be nominated by the General Committee and their names shall be given in the notice convening the AGM. Alternative nominations may be sent, in writing, by any voting member to the General Manager at least fourteen days before the AGM, together with the names of the proposer and seconder; these shall be posted on the Club notice board at least ten days before the AGM. Election shall be by a vote with a simple majority at the AGM. The Chair, Vice Chair and Chair of Finance shall serve for three years and then be eligible for re-election. The Captain, Vice-Captain and Immediate Past-Captain shall serve for one year unless re-elected. The ladies Captain and Vice-Captain and the Seniors Representative shall be elected at their respective section AGMs and approved as members of the General Committee at the next Club AGM.

General Committee and Sub-committee members may be proposed and seconded by any two voting members of the Club. Nominations shall be sent to the General Manager, in writing, at least fourteen days before the AGM, accompanied by a letter from the nominee consenting to serve if elected.

c. The General Manager shall post the names of all nominees for the General Committee and standing Sub-Committees on the Club notice board at least ten days before the AGM. If nominations exceed vacancies, election shall be by ballot. If vacancies exceed nominations the General Committee may, at its discretion, fill such vacancies. Committee members, other than those filling casual vacancies, shall serve for a period of three years, after which they shall be eligible for re-election. The Senior's representative shall be elected at the senior's AGM.

c. Deputy In the absence of the Chair a Deputy Chair shall be elected by the General Committee.

8. Sub Committees

8a. Shall consist of the Sub-Committee Chair and two members elected at an AGM. The two members shall not be members of the General Committee. The two members may be nominated by any two members of the Club. Nominations shall be sent to the General Manager, in writing, at least fourteen days before the AGM, accompanied by a letter from the nominee

consenting to serve if elected. The Captain, Vice-Captain and General Manager shall be ex-officio members of all Sub-Committees.

8b. A Finance Group consisting of the Chair, Chair of Finance, Chair of Greens and General Manager will meet at least bi-monthly to consider project and capital spend. Withdrawal of monies can only be made once authorised by the main committee.

9. Meetings of the General Committee shall be convened by the General Manager, at least four times a year and at any other time the Officers may require or on requisition of five Committee members.

10. GENERAL MANAGER

For the purposes of the Rules and Bylaws the term “General Manager” refers to the most senior member of staff appointed by the General Committee. This need not necessarily be their contractual title.

The General Manager shall be responsible for the day-to-day administration of the Club. The General Manager will keep the minutes of the meetings of the Club. The General Committee upon such terms and conditions and remunerations they think fit shall appoint the General Manager. The General Committee have the power to terminate employment and to fill a vacancy as they see fit.

THE CHAIR OF FINANCE

11. The Chair of Finance shall oversee the Club Accounts and shall assist in the preparation of the Annual Statement of Accounts and Balance Sheet for the year ending 31st December. These accounts, after inspection and approval by qualified accountants, will be displayed with the notice of the AGM.

AUDITORS

12. Qualified accountants may be appointed prior to the AGM for the year to follow to examine/inspect the books of the Club and certify the Balance Sheet.

GENERAL MEETINGS

13. The Annual General Meeting shall be held as soon as possible after the annual accounts have been passed by the General Committee, but not later than 31st March. At least fourteen day's notice of any General Meeting shall be given, together with an Agenda.

14. Extra-ordinary General Meeting may be called at any time by the General Committee or by at least 16 voting members on handing to the General Manager a signed requisition which shall contain the text of the motion/s to be discussed and voted upon. The meeting shall be called without reference to the General Committee not more than 28 days after receipt of the requisition and members shall be given 14 day's notice of the Meeting and motion/s.

15. Quorum Twenty-five members shall form the necessary quorum for any General Meeting.

ALTERATIONS TO THE RULES

16. Notice of proposed repeals of, or alterations to, Rules must be submitted to the General Manager at least fourteen days before General Meetings and the motion for discussion shall be posted on the Club notice board at least ten days before the Meeting is held.

Amendments to the motion, however, may be proposed and decided at the Meeting and the final proposal shall be deemed carried, providing there is a two-thirds majority of those members present (who are entitled to vote) and voting.

ELECTION OF MEMBERS

17. Candidates for Club membership shall be elected at the discretion of the General Manager on the payment of appropriate fees. Should the General Manager have reservations the candidate can be referred to the General Committee.

WAITING LIST FOR MEMBERSHIP

18. When a Waiting List for membership exists, applications for membership should be considered in the following priorities:

- a Partners and children of members
- b. Solely at the discretion of the General Committee.

JOINING FEES AND ANNUAL SUBSCRIPTIONS

19. Joining Fees shall be such amounts as the General Committee may, from time to time, decide.

20. Annual Subscriptions are payable in advance and date from 1st April each year. Any members failing to pay their subscriptions by 1st June, at the discretion of the General Committee, have their membership terminated. No member with a subscription in arrears may compete for a Club prize or vote at any Meetings. The rates of annual subscriptions shall be determined, as necessary, by the General Committee and shall be posted on the Club notice board.

21. Levy shall be such amounts as the General Committee may, with the approval of members at a General Meeting, decide. There will be a penalty for any failure to pay on the agreed date, as may be agreed by the General Committee; at least 1 months' notice of such penalties will be given. Any members failing to pay their levy when called for, may, at the discretion of the General Committee, have their membership terminated. No member with a levy in arrears may compete for a club prize or vote at any meetings.

VOTING

22. Playing members, as defined in Byelaw 1, over the age of 18 years may vote at General Meetings. Proxy and postal votes may only be allowed at the direction of the General Committee or by simple majority vote at a General Meeting. The Chair shall be entitled only to a casting vote at General Meetings and General Committee Meetings.

RESIGNATIONS

23. Members wishing to resign their membership may do so, at any time, by writing to the General Manager, but shall be liable for any subscription outstanding at the time. Possible refunds may be considered on their merits as directed, from time to time, by the General Committee.

EXPULSION AND SUSPENSION

24. The General Committee, taking into account the nature and gravity of the conduct involved, may in its sole and absolute discretion, reprimand, suspend, or expel any member who, or whose family or guest, has, in the opinion of the General Committee acting in its sole and absolute discretion, engaged in conduct unbecoming a Member of the Club and/or brought the club into disrepute.

Acts deemed to be unbecoming of a member of the Club and to bring the club into disrepute include, but are not limited to -

- i) Behaviour unbecoming a member of the club.
- ii) Conduct which, in the opinion of the General Committee acting in its sole and absolute discretion is considered abusive, and/or aggressive behaviour shown towards fellow members, guests, members of staff and members of the public on the golf course.
- iii) Violation of any rules or regulations of the Club, including, without limitation, these rules and regulations and any other rules and regulations circulated by the General Committee from time to time which govern member conduct and use of Club property or facilities.
- iv) Conduct which is disruptive, abusive, incompatible with or offensive or disagreeable to the members of the Club, their families and guests.
- v) The non-payment of any fees, dues, charges or other indebtedness due and owing to the Club.
- vi) A serious, or consistent, breach of the Rules of Golf.
- vii) Destruction or defacing, theft, damaging of and/or removal of Club property.

The member involved will be notified in writing of the determination by the General Committee including any disciplinary action taken, or to be taken, by the General Committee.

Without limiting the discretion of the General Committee, a serious breach or persistent violation will result in expulsion. The General Committee may suspend a member while investigating any alleged act of bringing the Club into disrepute and/or behaviour unbecoming of a member of the Club. In the case of expulsion and/or suspension no member shall have the right to financial recompense.

In all cases of confirmed expulsion, the ex-member concerned shall have no remedy against the Club and shall be persona non grata in the Clubhouse and on the Course.

In all cases of confirmed suspension, the member concerned shall have no remedy against the Club and shall be persona non grata in the Clubhouse and on the Course during the period of suspension.

Any member who has faced disciplinary action may appeal in writing within 7 days of receiving notification of said action, directly to the Chair. The Chair's decision in all cases is final.

MEMBER'S GUESTS

25. Playing members may introduce playing visitors to the Club as their guests on payment of the appropriate reduced green fee. None may be so introduced more than six times during a calendar year. It is the joint responsibility of the playing member and individual visitor not to abuse this privilege.

Green fees currently in force, and any other restrictions placed on guests decided by the General Committee will be detailed in the Byelaws of the Club and be posted on the Club notice board-

SALES TO NON-MEMBERS

26. Subject to any special restrictions which may, from time to time, be imposed by the General Committee, rule 31 will now apply

CLUBHOUSE OPENING AND CLOSING

27. The Clubhouse shall normally be open for use at 0800 hours and closed at 2100 hours during the main playing season, by which time all users must be clear of the premises. These hours may be varied from time to time, at the discretion of the General Committee.

COMPLAINTS

28. All complaints shall be made to the General Manager who may request that they be made in writing; they shall be submitted to the General Committee if he or she is unable to deal with them. Should the decision of the Committee be unsatisfactory an appeal may be made at a General Meeting under the terms of paragraph 13 above.

DOGS

29. Dogs are not permitted anywhere in the Clubhouse, unless an assistance dog, and may only be taken on the Course if kept under proper control kept off greens and bunkers and not allowed to annoy other golfers.

RULES OF GOLF

30. The Club shall:

- a) Abide by the Rules of Amateur Status as laid down by the Royal and Ancient Club of St. Andrews
- b) Abide by the Rules of Golf as laid down by the Royal and Ancient Club of St. Andrews and such local Rules as shall be adopted, from time to time, by the General Committee of the Stinchcombe Hill Golf Club.
- c) Abide by the Rules and Regulations of the Gloucestershire County Golf Union.
- d) Abide by the World Handicap System, subject to any special conditions thereon imposed by the English Golf Union.

USE OF CLUB PREMISES

31. The Club operates under a public licence, held by the General Manager. All members and visitors must adhere to the terms of the licence, as advised by the General Manager or other staff member in charge.

Members and non-members may apply to the General Manager to hold private functions at the Club. In granting permission, the General Manager will consider the size, nature and time of the function to ensure that members are not unduly inconvenienced. If this is in doubt, for example if exclusive use of (or part of) the Clubhouse is required, approval of the General Committee should be sought

Notwithstanding any provisions in the constitution of the Club for the variation or amendment of the Club's Rules or constitution, neither the Club nor the General Committee shall have power to alter, annul, extend or in any way vary the provisions and restrictions contained in this Rule, without first obtaining the consent or approval of the appropriate authority.

STINCHCOMBE HILL GOLF CLUB BYELAWS

BYELAW 1 - TYPES OF MEMBERSHIP

1.1 Playing Members

- 1.1.1 Full Members, who enjoy full membership of the Club for seven days per week.
- 1.1.2 Six-day members, who are entitled to the use of the Clubhouse at all times but shall not be entitled to the use of the Course on Saturdays, other than as visitors on payment of the appropriate green fee (as visitors they may not enter members-only Club competitions or matches).
- 1.1.3 Five Day Members, who are entitled to the use of the Clubhouse at all times but shall not be entitled to the use of the Course on Saturdays and Sundays other than as visitors on payment of the appropriate green fee (as visitors they may not enter members-only Club competitions or matches).
- 1.1.4 Junior Members who must be at least 6 years of age and less than 18 years of age on the 1st April of the year in question. They are entitled to the privileges of membership as befitting their age.
- 1.1.5 Colt Members who must be under 21 years of age on 1st April of the year in question are entitled to all the privileges of full membership
- 1.1.6 Young Members under the age of 34 35 on 1st April of the year in question are entitled to all the privileges of full membership. They receive a banded discount on their subscription as agreed annually by the General Committee.
- 1.1.7 Student Members attending full time courses of education will be charged the appropriate rate as agreed annually by the General Committee.
- 1.1.8 Country Members are those members who are permanently resident in the UK and over 35 miles radius from the Clubhouse. The conditions relevant to Country Membership may be waived or varied at the discretion of the General Committee.
- 1.1.9 Overseas Members are those members who live for 6 months or more abroad with a subscription reduction in accordance with pricing issued annually by the General Committee
- 1.1.10 Corporate Members corporate members will be registered businesses where employees wish to use the course and clubhouse facilities. The individual package will be calculated by the General Manager dependant on number of players and use of the facilities. Corporate members cannot obtain an official handicap, enter members-only Club competitions or matches nor have any voting rights.
- 1.1.11 Flexible members are full members who are entitled to a set number of rounds each year and then pay a reduced green fee for any additional rounds. They may enter competitions but not board events.
- 1.1.12 Pathway members are those new to golf or returning after at least five years without membership of any Club or regular play. They may submit scores to obtain a handicap but not enter competitions.
- 1.1.13 Discounts 80+, Partner, Family and Second Club as agreed annually by the General Committee

1.1.14 Bag tags with current year stickers should always be displayed when using the course.

1.2 Honorary Members

1.2.1 Honorary Life Members may be elected at a General Meeting of the Club and shall be entitled to all the privileges of membership without payment of any subscription. A two-thirds majority of those members present (who are entitled to vote) and voting, will be required for such election. A maximum of twelve Honorary Life Members of the Club shall be allowed at any one time.

1.2.2. Honorary Members may be elected at a General Meeting of the Club and shall be entitled to all the privileges of membership without payment of any subscription. A two-thirds majority of those members present (who are entitled to vote) and voting, will be required for such election. They shall require to come up for re-election each year.

1.2.3 Honorary Non-Playing Members, on the recommendation of the General Committee, may be elected at a General Meeting of the Club and shall be entitled to use the amenities of the Clubhouse and to use the practice putting green and ground without payment of any green fee. A two-thirds majority of those members present (who are entitled to vote) and voting, will be required for such election. They shall require to come up for re-election each year.

1.3 Other Members

1.3.1 Social Members shall be entitled to use the amenities of the Clubhouse and to use the practice putting green and ground. They may not play on the Course without payment of the full green fee. They may not vote at Meetings.

1.4 Visiting Golfers

Playing Visitors are those who have paid the appropriate fee that entitles them to play on the course for any such period as the General Committee may decide and golfers participating in Club Matches. They shall be deemed to be guests of the Club and its members and entitled to use the amenities of the Clubhouse, the practice putting green and chipping ground during the period for which payment has been made.

BYELAW 2 - HOURS OF QUALIFYING ENTERTAINMENT

2.1 Permitted Hours. The hours during which entertainment is permitted is limited by the Club's Public Licence and the decisions of the General Committee.

BYELAW 3 - FEES.

3.1 The Joining Fee will be such amounts as the General Committee may, from time to time, decide, except Social for which no Joining Fee is payable.

3.2 Transfer Fees will be payable on transfer to a higher category - with the exception of transfers from Junior to Colt. Such transfers must be approved by the General Committee. The Transfer Fee payable will be the difference between the relevant Joining Fees at the date of transfer but will be abated by 1/3rd for each full Club year of membership in any category except Social.

The difference between the relevant Annual Subscription will also be payable by transferees during a Club year - this will be at a rate of 1/12th of the difference for each month, or part of a month, remaining in the year.

3.3 The General Committee retains authority to amend an individual member's annual subscription in case of hardship. Furthermore, methods and forms of payment may be considered.

BYELAW 5 - MISCELLANEOUS

Course Closure due to Low Visibility

5.1 Notwithstanding the Club's Insurance Policy against Public Liability, following legal opinion it is the responsibility of the Club to go as far as possible to negate the risk of injury to persons, animals or damage to property on the Course. To this end, the General Committee have empowered the Professional (or his alternate) to close the Course in times of low visibility (fog, low cloud or the like). The course will be opened upon receipt of a report from the green sheds that visibility from there is suitable for the safe playing of golf. In the absence of the green staff, the Pro should drive up and satisfy himself of the suitability of the upper part of the course for play.

If low visibility occurs after starting a round, then it is incumbent upon the player or players to apply common sense by ceasing to play when it may be deemed negligent and irresponsible to carry on.

Start Point

5.2 All members and visitors must start play from the first tee unless a 'shotgun' competition is arranged. However, when circumstances allow, permission may be obtained from the General Manager or the Professional to start from an alternative tee.

When playing 'the loop' or the 9-hole course all golfers must observe the normal standards of course etiquette when cutting in on the fourteenth tee.

Trolleys/Buggies

5.3 In order to reduce wear on grass, Members are requested to avoid taking trolleys between the line of green side bunkers and the edges of greens. Golfers should never take trolleys onto or across tees.

Use of buggies is allowed under the separate buggy policy.

It will be necessary from time to time to ban buggies and/or trolleys from the Course to avoid damage to paths and surrounds.

Voluntary Suspension of Membership

5.4 Members may suspend Membership on a one-time payment of £75, by writing to the General Manager, for a period of up to 3 calendar years, and return without payment of an Joining fee. Return will be subject to waiting list conditions at the time. All periods of suspension must be considered and sanctioned by the General Committee.

Insurance

5.5 The Club is indemnified in the event of accidental bodily injury or damage to property belonging to other persons. Liability cover is provided in respect of any Club member, or Visitor, who in the course of his or her pursuit acts in a negligent manner resulting in injury to Third Parties or damage to their property. However, in the spirit of Byelaw 5.1, care should be taken to ensure that a claim does not arise in the first instance.

Clubhouse Window Breakage

5.6 When a member or visitor breaks a Clubhouse window during the course of play, it is in the Club's interest to retrieve the costs of securement and replacement.

Health and Safety

5.7 The club Health and Safety policy is laid down in the document "SHGC HEALTH AND SAFETY MANUAL", first issue February 2018. All operations on the course and club property are to be conducted in accordance with this manual. The master copy is held in the office. The General Committee member nominated with overall responsibility for Health and Safety is the Club Chair and the staff delegates are noted in the manual.

Trustees

5.8.1 The number of Trustees shall be not fewer than two or more than four. The Trustees will hold office until death, resignation or removal from office by a resolution of the members.

5.8.2 There shall be vested in the Trustees all the property of the club other than cash which will be under the control of the Finance Chair. The Trustees may deal with the property vested in them by way of sale, mortgage, charge, lease or otherwise as directed by the Club. Such direction shall be given by resolution of the members of the club passed by a majority of the

members present at a duly convened meeting of the club and when so passed shall in favour of a purchaser mortgagee, chargee, lessee or grantee be binding upon all members of the club. A certificate purporting to be signed by the General Manager for the time being of the club shall in favour of those persons be conclusive evidence that a direction complying in all respects with the above provisions of this rule was duly given by the Trustees.

5.8.3 The Trustees and Members of the Committee shall not be liable (otherwise than as members) for any loss suffered by the club as a result of the discharge of their respective duties on its behalf, except such loss as arises from their respective wilful default, and they shall be entitled to an indemnity out of the assets of the club for all expenses and other liabilities incurred by them in a discharge of their respective duties.

BYELAW 6 - DRESS RULES

Stinchcombe Hill Golf Club expects Members, Guests and Visitors to conform to a standard of dress that is in keeping with the traditions of the game of golf and reflects the capacity to be both comfortable and fashionable. The standards expected shall be set by the General Committee and displayed prominently at the Club.

Any person not conforming to these standards will be asked to dress accordingly or to leave the course or Clubhouse

In matters of acceptability the decision of the General Manager, Professional or any Committee Member present is final