

## **THE RULES AND REGULATIONS OF WAREHAM GOLF CLUB LIMITED**

Wareham Golf Club Limited (WGC) is a not-for-profit Company, limited by guarantee, with the objective to provide facilities for playing the sport of GOLF and to promote participation of the whole community in the sport.

Members of the Company (who provide the guarantee) are those who, in accordance with the Articles of Association are entitled to vote at a General Meeting. Others may join the Golf Club as non-voting Members in accordance with rule 13.

WGC aims to provide a golf course and club house for use by Members, Members' guests and visitors alike. It is primarily funded by: Members' subscriptions; fees paid by Members' guests and visitors; and by DONATIONS made by individuals and by its wholly-owned trading subsidiary.

The success of the Club depends upon the individual help and cooperation of each Member, who are kindly requested to:

- pay their subscription promptly when due
- make visitors welcome
- support the Club's activities and competitions
- abide by the Rules of Golf
- abide by the Rules of the Club

**Rule 1** The name of the Club shall be Wareham Golf Club Limited but will be known as Wareham Golf Club and in this document as 'the Club'.

**Rule 2** The Club is regulated by the Companies Act 2006 as amended from time-to time. The Board may appoint professional Accountants to undertake the Secretarial functions necessary to ensure compliance with sections of that Act. The Board may also determine the location of the Club's registered office.

**Rule 3** The management of the Club is in the hands of the of the Management Board, Members of which are elected by the VOTING MEMBERS and who have a statutory duty to act only in the interests of the Members.

The constitution, activities and powers of the Club are regulated by the Club's ARTICLES of ASSOCIATION ('the Articles') which also define the purpose of the Club. The Articles are registered with Companies House, and will be published on the Club's website and permanently posted on the Club's notice board. A Member can download the Articles from the website or request a copy from the Club's office.

Under the Companies Act, the Articles may only be amended by a Resolution which has the approval of at least 75% of those Members entitled to vote at a General Meeting.

**Rule 4** The Club has Rules and Regulations to supplement the Articles. Unless a Rule or Regulation specifically provides for the Board to amend, Rules and Regulations may only be amended by a simple majority of those Members present at a General Meeting which has sufficient Members present to form a quorum in accordance with the Articles.

**Rule 5 Composition of the Management Board and tenure**

The Articles provide for a Management Board consisting of a maximum of 5 and a minimum of 3 Directors. This rule defines the Board as:

- President (Chair of Board)
- Finance Director
- Course Director
- Clubhouse Director

- Membership & HR Director

Once elected, the term of office of each director shall be 3 years except that, in order to comply with Article 42 (Retirement of Directors), in the first three years of the Company's existence, the order of retirement of directors shall be:

- End of Year 1 – Finance Director and Clubhouse Director
- End of Year 2 – President and Membership & HR Director
- End of Year 3 – Course Director

In accordance with the Articles, retiring directors can be elected for a further 3-year term.

In the event of a Director resigning, the other Directors may co-opt a replacement who may perform the role until the next AGM when he/she may stand for election and appointment as a Director.

**Rule 6** In addition to Directors, the Members will elect each year:

- a Club Captain, who will be an ex-officio, non-voting Member of the Board
- a Vice-Captain, who will normally serve as Captain in the following year
- a Junior Organiser

**Rule 7** To stand for election, or to nominate or second anyone for election to any of the eight elected posts, a Member must have been a member of the Club for a minimum of three years as at the date the election takes place. This requirement may be waived by a majority of votes of those attending a General Meeting. The requirement does not apply to co-opted members of Committees, nor to becoming a co-opted Director prior to a General Meeting.

**Rule 8** The Board may approve (subject the ratification by Members at a General Meeting) the formation of 'Sections' within the Club. Sections may have their own constitutions, captains and AGMs, but remain governed by the Clubs Rules and Regulations. Only two Sections are approved at the formation of the Company: Ladies' Section and Seniors' Section. In addition, a Junior section (under 18) will operate under the direction of the Junior Organiser. No other Section may be formed without the approval of the Board and ratification by Members at a General Meeting.

**Rule 9** The Club has a **GOLF Committee**, chaired by the Club Captain and consisting (as a minimum) of the Club Captain, Vice-Captain, Ladies' Captain, Seniors' Captain, Junior Organiser and the Head Professional. Other Members may be co-opted to the Golf Committee. The Golf Committee's role is to oversee the golfing activities of the Club, including:

- Club and Open Competitions
- Presentation of trophies
- Local golf rules (subject to approval of Course Director)
- Handicaps
- Club Teams
- Breaches of the Rules of Golf
- Supporting the Captains in their charitable activities

**Rule 10 Sub-Committees**

It is open for each Director, at his/her discretion, to form a sub-Committee to assist him/her in the performance of his/her role and to co-opt Members to such sub-Committees

**Rule 11 Management Board and Golf Committee Accountability**

At each AGM the Directors shall present a general report to Members on: the Club's operation; future plans; the financial performance of the Club in the preceding Financial Year; and a budget for the current financial year.

## **Rule 12 Interpretation of Rules**

The Board (and, where appropriate, the Golf Committee) shall have the sole right to interpret these Rules, and to give direction in cases not provided for herein, subject to the provisions of the licensing laws.

**Rule 13** All Members are bound to submit to the Rules, Regulations and Bye-Laws of the Club, as may be made or changed from time to time and the payment of a subscription by the Member shall signify the assent and submission of the Member thereto.

## **Rule 14 New Members' application**

Membership of the Club shall be open to all persons irrespective of ethnicity, nationality, sexual orientation, age, religion or belief; sex or disability except as a necessary consequence of the requirements of GOLF as a particular sport.

Application to join the club will be by way of an application form and upon acceptance into Membership, the Member's name will be entered into the statutory register of Members.

The Club may refuse Membership only for good and sufficient cause.

## **Rule 15 Categories of Membership**

The categories of Membership and their entitlement shall be as defined by the Board and posted on the Club's website and on the Club's notice board.

The Board may delete, amend or add to the Membership categories at any time, and the entitlements attached to any particular category may be amended by the Board at any time.

The number of Members admitted to any category or the Club as a whole may be restricted by the Board, provided that this does not lead to discriminatory treatment of any prospective Members.

Social Members (non-playing Members) will not be Voting Members of the Company. Social Membership will not exceed 50% of the total Membership of the Club

Corporate Members (business Members) will be accepted subject to the application being approved by the Membership and HR Director. Corporate Members will not be Voting Members of the Company

A Member may change their category of Membership at the start of their renewal year or, if approved by the Membership & HR Director, within the renewal year.

In exceptional circumstances, such as work commitments, being assigned to active duty as a member of the armed forces and personal/family illness/accidents, the Membership & HR Director shall have the power to agree to a request from any Member for temporary suspension of Membership, ("On-Hold Membership") for up to a maximum period of 24 months. While the Club operates a personal renewal year, on-hold Membership will normally be effected by postponing the Member's renewal date for the equivalent of the balance of the renewal year or by the suspension of monthly payments.

## **Rule 16 Competitions**

Only Members (including Juniors) with a qualifying handicap may enter Club competitions designated as a Qualifying Competition.

## **Rule 17 Subscriptions**

The entrance fee for new Members and the annual subscriptions for each category of Membership will be set by the Board annually. All annual subscriptions shall be payable in advance on the 1st of the month they fall due.

The Club operates a rolling subscription year so that new Members join for a full twelve months. Members joining after the 5<sup>th</sup> day of a month will acquire a renewal date of the 1<sup>st</sup> day of the following month.

The Board may, at its discretion, amend the subscription year so that it falls on the 1<sup>st</sup> day of a specific month for all Members, in which case new Members will pay a pro rata subscription for the balance of the subscription year.

As a facility to Members the Club may allow (for specific categories of Membership) a 'regular payment scheme' whereby subscriptions can be paid on a monthly basis. Golf Membership, however, is an initial commitment from the date of joining until the end of that subscription year. Any Member cancelling their Membership part way through the Membership year will be liable for the full Membership fee due except in the following circumstances:

- Death of a Member and
- A Member resigns his/her membership because:
  - \* they move away from the area and can no longer reasonably enjoy the benefits of Club Membership
  - \* they are a serving member of the armed forces and are permanently relocated
  - \* because their health is such that they can no longer reasonably enjoy the benefits of Club Membership

In these circumstances, no further monthly or quarterly payments will be due. Similarly a Member in such circumstances who has made a single payment for the full membership year will be offered

- a pro-rata refund of the subscription paid reflecting the balance of the membership year, or
- the option of waiving that pro rata refund, or
- the option to have that pro-rata refund donated to either the Club Captain's or the Lady Captain's charity

In any other circumstances, the Board reserves the right to pursue Members for payment of any outstanding amounts should they cancel their Membership part way through their Membership year.

If a Member fails to pay their monthly or quarterly instalments on time, the Board shall have the power to refuse to offer monthly payments to that Member for future Membership years.

The Board may amend or withdraw the regular-payment schemes.

Members whose subscriptions have not been paid within 28 days of their subscriptions becoming due, shall cease to be Members of the Club and their names shall be removed from the register of Members, their entitlement to play in Club competitions shall be removed and other entitlements shall be removed, unless specific arrangements have been agreed by the Membership & HR Director. They shall continue to be liable for the annual subscriptions and entry fee (where appropriate), if they have used the facilities of the Club during that subscription year.

The Board may provide from time to time extended periods of Membership, for example 5-year or 10-year Membership Any proposal to offer such Memberships must be approved by a simple majority of the Members attending a General meeting.

#### **Rule 18 Life Members and Honorary Membership**

The Club has Life Members, awarded in the past for exceptional services to the Club. No more Life Members will be created.

The Club offers Honorary Membership to the following, for the period of office-holding: all Board Members, Club Captain; Ladies' Captain. Where one of these positions is taken by a 10-year Member, their total years of office from 1<sup>st</sup> April 2016 will be added to their Membership without the need for them to pay a subscription for that period.

The Club will also offer Honorary membership to any member who reaches the age of 90 and who has 20 or more years of continuous membership.

The positions attracting Honorary Membership may be amended by a simple majority of the Members attending a General Meeting.

If they remain active golfers, an Honorary or Life Member is still responsible for payment of annual England Golf and DCGU fees and Locker fees, but is not required to pay a subscription fee to the Club.

#### **Rule 19 Guests and Temporary Members**

Visitors may be admitted as temporary Members of the Club on payment of a daily subscription (Green Fee) and by entering their names in the Temporary Member Book. Temporary Members have no rights other than to play the golf course and use the facilities of the Club on the day they enter their name into the Temporary Member Book.

Groups booking as a 'Golf Society' may be signed into the Temporary Member Book as a group by the Society organiser and all group Members shall become Temporary Members for the day.

A Member may introduce non-playing guests to use the facilities of the Club. Guests must be signed-in in the Visitors Book. Temporary Members and guests shall be entitled to use the Clubhouse and its facilities and be able to purchase intoxicating liquor, subject to the licensing laws which may be in force from time to time. The Board shall have the power to alter the conditions governing the admission of temporary Members and guests as it deems fit.

#### **Rule 20 Short-Term Membership**

Subject to the prior sanction of the Board, persons whose profession, calling or education renders their residence in the neighbourhood only temporary may be admitted as Members in accordance with the Rules of the Club with reduced subscriptions as the Board sees fit.

#### **Rule 21 Termination and suspension of membership or privileges**

- i. Membership may terminate in accordance with Rule 15 (Subscriptions).
- ii. Membership will terminate upon death of a Member. At its sole discretion the Board may transfer the deceased Member's membership to another person for the remainder of the renewal year or make a refund (in whole or part) to the deceased's estate.

- iii. Membership may be suspended or terminated or the Club may restrict, suspend, or terminate a Member's privilege to use any or all of the Club Facilities if, in the judgment of the Club, the Member:
- submitted false information on the Application for Membership, which if had been truthfully disclosed, would have rendered the application ineligible for that form of Membership (e.g. applies for Country Membership when not applicable or knowingly misrepresented their age so as to pay the incorrect subscription)
  - breaches the Club's Equality, Diversity & Inclusivity Policy and/or Safeguarding Policy
  - permits the unauthorised use of a Member's Membership card
  - exhibits unsatisfactory behaviour, deportment or appearance
  - fails to pay dues or any other amount owed to the Club in a proper and timely manner
  - fails to abide by the Rules and Regulations established for use of the Club Facilities
  - treats the personnel or employees of the Club in an unreasonable or abusive manner
  - engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the Club, its Members, The Club's Partner, its employees or visitors
  - indulges in violent, abusive or threatening behaviour
  - breached any relevant Rule or Regulation
  - commits fraud against, or steals from the Club, the pro shop, other members, or from employees
  - makes complaints about the Club, other members, visitors or employees maliciously or in bad faith
  - makes any comments to outside persons or bodies which are likely to bring the club into disrepute
  - breaches the Rules of Golf and/or the accepted Etiquette of Golf, as set out by the Royal and Ancient Golf Club of St. Andrews (the R&A)
- iv. No Member shall be entitled to a refund of any dues or fees as a result of any such restriction, suspension or termination of Membership privileges. During the restriction or suspension if dues continue to accrue, they must be paid in full prior to reinstatement as a Member in good standing.
- v. The following Procedure will be adopted in the event that allegations are levelled at a Member which, if substantiated, might lead to action contemplated by Rule 21 iii.
- a) **Informal Stage.** If considered a suspected minor breach and/or a 'first offence', the Club may seek to resolve the matter informally with the Member. This stage may result in no sanction being made if it is determined that there is 'no case to answer' or in an informal warning that the conduct complained of must not be repeated
  - b) **Investigation Stage.** If considered a more serious breach and/or repeated misconduct, the Member shall be notified in writing of the allegations and that they will be investigated. In the event of very serious allegations (e.g. violent conduct), the Club reserves the right to suspend a Member's membership and/or his/her privileges, while that investigation takes place. The investigation will be carried out as soon as reasonably practicable and may involve a meeting with the Member. The investigation will lead to a conclusion that either there is or there is not a 'case to answer' and the Member will be advised accordingly.
  - c) **Proposed Action Stage.** If the investigation concludes that the allegations are substantiated in whole or part, the Club will write to the Member outlining the sanction or action, if any, it proposes to take. The Member may choose to accept that sanction/action or request a personal hearing, either to challenge the conclusion(s) from the investigation stage and/or the nature or severity of the sanction proposed. If not challenged within 7 days of receiving the notification,

the action/sanction will be implemented. This timescale may be extended with agreement of the Club.

- d) **Hearing Stage.** If the Member requests a hearing, an appropriate panel of elected officials of the Club (minimum 2 and not including the President) will be formed and a hearing will take place as soon as reasonably practicable. The Member may be accompanied by a fellow Member at any hearing. The panel will make a decision to: set aside the sanction; amend the sanction; or confirm the sanction. The decision will be confirmed in writing.
- e) **Appeal Stage.** A Member has a right to make an appeal against any sanction imposed following a personal hearing. A written appeal, setting out the grounds of that appeal and specifying whether the Member would like a personal hearing, should be made to the President within 7 days of receiving the written decision. The President will chair an appeal panel of elected officers of the Club (minimum 2, including the President) who were not party to decisions made in the Proposed Action or Hearing stage. The Appeal panel will meet as soon as is reasonably practicable and normally within 14 days of receiving the appeal. The Member has the right to a personal hearing with the Appeal Panel and the right to be accompanied by a fellow Member. Any decision of the appeal panel is final.

Any Member of the Club whose Membership has been terminated as a result of disciplinary action by the Club shall not be eligible for readmission to Membership nor admitted to use the Club Facilities unless otherwise permitted by the Board.

## **Rule 22 Competitions and Rules of Golf**

Competitions shall be held at such times and under such conditions as the Golf Committee shall determine. The Golf Committee will, whenever possible, give four weeks' notice of any tee reservations.

All Club competitions shall be played in accordance with the current Rules of Golf, as determined by the Royal and Ancient Golf Club of St. Andrews (the R&A). Additional Local Rules may be determined by the Golf Committee or the Board and shall be displayed in the Clubhouse.

Members must also abide by the normal Etiquette of Golf (as guided by the R&A) in relation to:

- **The Spirit of the Game:** honesty, integrity and respect
- **Safety:** of other players/caddies; of greenkeepers; of the general public using public footpaths both on and adjacent to the course
- **Care of and respect for the Course:** repairing divots and pitch-marks; raking bunkers; preventing unnecessary damage
- **Keeping pace:** being 'ready to play'; playing at a good pace and keeping up; lost balls and playing provisional balls
- **Consideration and respect for others:** no disturbance or distraction to other players; respect for others on the putting greens (lines of putt, shadows etc)

Breaches of either the Rules of Golf or Etiquette may result in disciplinary action against a Member in accordance with Rule 20. Serious breaches of Etiquette during a competition may result in disqualification under R&A Rule 33.7.

## **Rule 23 Playing the Course**

- The Course will remain closed until greenkeepers have attended to greens 1 and 2 and/or until the 'Course Closed' sign has been removed. Only the Head Greenkeeper, his deputy or the Head Professional may declare the course open, except; if none of these are present a Director or the Captain may do so.

- The Head Professional or the Course Director (in consultation with The Head Greenkeeper) may impose playing restrictions (e.g. temporary greens, no buggies etc) with which Members, their Guests and visitors must comply.
- Play will commence at hole 1, unless with the express approval of the Head Professional or in accordance with a competition involving a shotgun start. In the absence of the Head Professional, a Director or the Captain may approve play from other than hole 1, but only after consultation with the Head Greenkeeper or his deputy.
- Tee times may be reserved via the BRS booking system:
  - By Members, within the constraints of their Membership category (e.g. Twilight and Off-Peak)
  - For Roll-up groups and Sections
  - by visitors, Societies and Play More Golf (PMG) members at times approved by the Board and published on the Club's notice board and website
  - For Reciprocal bookings in accordance with the conditions applying to Reciprocal Clubs
  - for Club competitions (qualifying and non-qualifying), Open events, Corporate Days and charity events
  - for matches involving a Club Team

#### **Rule 24 Dress Code**

The Board may publish from time to time a dress code which Members, their guests and visitors must comply with at all times. This may distinguish between a course dress code and a Clubhouse dress code.

#### **Rule 25 Complaints**

In no instance should an employee of the Club, be reprimanded, publicly criticised or in any way treated unfavourably by a Member. If a Member has any complaint relating to any such employee, they should raise it in accordance with this Rule and not with the employee in question. Members breaching this may put the Club at risk under Employment Law and may themselves be subject to disciplinary proceedings under Rule 20.

A Member may address any complaint informally (verbally or in writing) with the Membership and HR Director and he/she will attempt to resolve the matter informally, if necessary discussing it with the appropriate Director; or, if it relates to the Rules of Golf or any aspect of a competition, with the Captain or Vice-Captain or, in appropriate circumstances, the Ladies' Captain, Seniors' Captain or Junior Organiser.

Alternatively, or the complaint cannot be resolved informally, a Member may submit a written complaint to the Membership and HR Director who will refer it for investigation by the appropriate person who may be: a Director the Club Captain/Vice-Captain, Ladies Captain, Seniors' Captain or Junior Organiser. That investigation may include a meeting with the complainant, either to seek further information or clarification. The 'investigator' will report their findings and recommendations to the Membership & HR Director who will reply to the Member at a meeting and/or in writing.

If not satisfied with the reply, a Member may appeal to the Club President who will institute an appeal panel the membership of which will reflect the topic, but will include Directors and/or Members of the Golf Committee. Decisions of the appeal panel are final.

A Member who has a complaint relating to AllStars Bar & Kitchen may raise it informally with one of the Partners and if not satisfied with the resolution may refer it to the Clubhouse Director who will seek to resolve matters with AllStars.

A Member who has a complaint relating to the Pro Shop may raise it informally with the Head Professional and if not satisfied with the resolution may refer it to the Membership & HR Director who will seek to resolve matters with Evolution Golf.

#### **Rule 26 Property of the Club**

No Member shall take away or injure or destroy any notice, newspaper or book, or other property of the Club.

#### **Rule 27 Notices**

Committees of Sections may place notices on their sections of Notice boards. Otherwise, no notice or placard shall be displayed in the Clubhouse or the Club grounds except by the Head Professional, or with the sanction of a Director or (in relation to Competitions) the Golf Committee.

#### **Rule 28 Members' Addresses and Contact Details**

The Club must hold a Statutory Register of its Members and their address. That Register is kept at the Club's registered address and at the Club's office, and is updated regularly. By law it is available for inspection by any other Member, and, strictly within the terms of the Companies Act 2006 and upon payment of a prescribed fee, to non-Members.

As a condition of Membership, Members must supply their address to the Club and inform the Club as and when it changes. All notices sent by the post to such address shall be deemed to have been delivered seven days after the date of posting

Members are encouraged to provide an e-mail address and contact phone number to the Club and communications sent to that e-mail address are deemed to be as if they were a letter or notice sent to a postal address. Members may opt out of receiving marketing material or Newsletters by e-mail.

The Club may provide a list of Members' contact details to other Members. Individual Members can request that all or part of their contact details be omitted from such a list. For the purposes of arranging matches and competitions, the Club may provide a Member's contact details to another Member, provided they undertake not to reveal that detail to a third party.

#### **Rule 29 Opening Hours**

Subject to the second paragraph under this Rule, the Course will be open during daylight hours on every day except Christmas Day.

For the safety of Greenkeepers, the course will be closed at the start of the day until the first 2 greens have been prepared for play. The Head Greenkeeper, Head Professional or Course Director have the authority to fully or partially close the course or introduce playing restrictions due to the weather or for essential maintenance.

Similarly, the Head Greenkeeper, Head Professional or Course Director may introduce restrictions on the use of buggies and/or trollies in order to protect the course.

The Clubhouse shall be open for the use of Members at such hours set from time to time by the Board and published on the Club Notice Board and website.

The Clubhouse may be opened outside of published hours for social or private functions within the terms of the Club's license.

### **Rule 30 Dogs**

Dogs will not be permitted in the Clubhouse. Well-behaved dogs will be permitted on the patio area. Dogs will not be permitted on the course, except on any public footpath or bridle way. The exception to this Rule is for registered assistance dogs.

### **Rule 31 Insurance**

The Board will ensure that the Club's major business risks are adequately covered by insurance.

The Club carries a Policy which provides suitable cover against third party risks when playing golf. The Board may withdraw or amend the terms of the policy at any time.

### **Rule 32 Staff Playing Rights**

All permanent staff who are contracted to work for more than 25 hours per week shall be given the courtesy of the golf course. The Board may extend this privilege to staff working 25 hours or fewer.

Staff with courtesy of the course and with a qualifying handicap:

- May participate in qualifying medal and stableford competitions (subject to paying the appropriate entry fee),
- May represent the Club as part of a Club team if invited by the Team Captain, but should not take a place that can be filled by a Member of the Club.
- May not participate in annual Club trophy or cup competitions.

### **Rule 33 Captains' Expenses**

The Club Captain and Ladies' captain are offered honorary membership for their period of office and traditionally use the amount of the subscription not paid towards the expenses incurred by being captain (e.g. prizes).

It is recognised that The Club Captain has particularly large expenses in addition to their significant allocation of time in being an ex-officio member of the Board and Chairing the Golf Committee. To reflect that the Club will offer the Club Captain an amount up to the value of a Full 7-Day Member's annual subscription towards his/her expenses during their Captaincy. The Club Captain can opt not to claim this amount.

### **Rule 34 Volunteers**

The Club has traditionally relied on Members to volunteer their time to help maintain the course, clubhouse and infrastructure. By its very nature voluntary work is unpaid, but the Board, at its absolute discretion, may reflect exceptional and sustained voluntary effort in an appropriate and proportionate manner.