**THORNBURY GOLF CLUB CONSTITUTION**

**1. DEFINITIONS**

1.1 The name of the centre shall be Thornbury Golf Centre (hereinafter referred to as the Centre").

1.2 The Centre is a proprietary club, the Proprietor being Burhill Golf & Leisure Limited, Burhill, Burwood Road, Walton-on-Thames, Surrey KT12 4BX, (hereinafter referred to as "the Proprietor").

1.3 The body of members as a whole shall constitute Thornbury Golf Club (hereinafter referred to as "the Club")

**2. OBJECT**

The object of the Club shall be the furtherance of golf and associated activities for the betterment and enjoyment of its members.

**3. PROPRIETOR**

The Proprietor shall provide the Club with the Centre premises for carrying on the club in accordance with its object and these rules.

**4. MANAGEMENT**

The general management of the affairs of the Club in all matters shall ultimately be under the entire control of the Proprietor, or the appointed representative of the Proprietor.

**5. MEMBERSHIP**

5.1 The Proprietor may offer such categories of membership of the Club with such qualifications, application procedures, fees, conditions and privileges and in such numbers as it may from time to time decide.

5.2 Details of current membership categories with any entrance fee and the subscription shall be displayed by the Proprietor within the Centre.

5.3 All candidates for membership shall complete an application from. The Proprietor shall have absolute discretion to accept, or reject without reason, any application for membership.

5.4 On payment of the requisite fee to play a round of golf or participate in some other golf related activity and had their name recorded at the Centre, a person may become a temporary member for the day.

5.5 A record of the names and addresses of all members (other than temporary. members for the day) shall be kept by the Proprietor at the Centre.

5.6 Any member who, having joined in a category with no or lower fees, then transfers to a category with a higher entrance and/or subscription fee, shall pay the difference by way of a transfer fee. Where a member transfers from a category with a higher entrance and/or subscription fee to one with lower fees, there shall be no refund.

5.7 The annual renewal of membership is at the discretion and on the invitation of the Proprietor.

5.8 Every member of the club on his/her acceptance as a member, shall be deemed to agree to submit to these rules, and any bylaws and standards published by the Proprietor and to act in accordance therewith.

5.9 Every member of the club shall abide by the Rules of the County and English Golf Unions.

**6. SUBSCRIPTION**

6.1 Each member shall, according to membership category pay to the Proprietor such annual subscription as the Proprietor may from time to time determine.

6.2 The Proprietor shall notify each member of the date his/her subscription falls due for renewal, not less than twenty-one days prior to such date.

6.3 Any member whose subscription is in arrears shall cease to be a member, unless the Proprietor waives this rule.

6.4 Any member who, not having paid his/her subscription by the due date, shall be treated as a non-member in all respects, but on payment of the membership fee together with any late payment levy, may at the discretion of the Proprietor be reinstated as a member.

**7. TERMINATION OF MEMBERSHIP**

7.1 Membership shall be terminated if:

i) a member gives notice to the Proprietor that he wishes to resign

ii) a member fails to pay the subscription due (and any late payment levy if appropriate)

ii) the Proprietor expels a member for conduct prejudicial to the Club, the Centre or the Proprietor.

7.2 No person having ceased to be a member for whatever reason, shall be entitled to have any part of his/her entrance or subscription fee returned.

**8. ANNUAL GENERAL MEETING**

8.1 Not earlier than 1st December and not later than 31st March the following year there shall be held the Annual General Meeting of the Club for the transaction of the following business:

i) to approve the minutes of the last Annual General Meeting

ii) to receive and approve the annual reports of elected 'officers of the Club

iii) to approve the accounts of the Club -

iv) to elect members to the Committee

v) to discuss any proposition relating to the welfare of the Club.

8.2 The Secretary of the Club shall advertise the date, time and venue of the Annual General Meeting not less than twenty-eight days prior to the meeting.

8.3 Twenty five members shall constitute a quorum. If within thirty minutes after the time appointed for the meeting a quorum is not present, the meeting shall be postponed until such day and time as the Committee shall determine. Not less than seven days notice shall be given of such postponed meeting and the members then present shall constitute a quorum for that meeting.

8.4 In the case of equality of votes on an issue, the Chairman of the meeting shall have a second or casting vote.

**9. COMMITTEE**

9.1 The function of the General Committee of the Club (hereinafter referred to as "the Committee") shall be, with the prior approval of the Proprietor:

i) to organise and run competitions, matches and social functions for Club members and their guests

ii) to appoint such Sub-Committees as are considered necessary to deal with the affairs of the Club. The Committee shall determine the composition, powers and terms of reference of any Sub-­Committee.

iii) to appoint a Men's Captain, Ladies Captain and Seniors Captain

iv) to consider any suggestions or comments made by members.

9.2 The Committee shall consist of the following:

Not less than four and not more than six other members of the Club (elected in accordance with rule 9.3)

Men's Captain

Ladies Captain

Seniors Captain

One nominee of The Proprietor

9.3 Members to fill the elected positions on the committee shall be elected at the Annual General Meeting in the following manner:

i) Any two members may nominate another member to serve, having previously received the consent of such member. The member nominated must confer with rule 9.6.

ii) The nomination must be received by the Secretary not less than fourteen days prior to the Meeting. The Proprietor reserves the right to veto on all nominations.

iii) Where there is more than one nomination for a position, there shall be a secret ballot by members.

iv) Should there be an equal number of votes between two or more members the Chairman of the meeting shall have a second or casting vote.

9.4 The elected positions on the Committee shall be:

Chairman,

Secretary,

Treasurer,

Handicap Secretary,

Such other posts as are deemed by the Committee to be necessary for the proper operation of the club.

9.5 A member elected to the Committee shall serve for three years, (unless the fourth year is as Men's Captain, Ladies Captain, or Seniors Captain in which case they shall not serve more than four consecutive years), after which they shall be eligible for re-election.

9.6 No member may hold a position on the committee for more than two consecutive terms of three (or four, where appropriate) years.

9.7 If any position becomes vacant between one Annual General Meeting and the next, the Committee may appoint a member of the club to fill such a vacancy until the next Annual General Meeting. If the Committee are unable to fill the vacancy with a member who confers with rule 9.6, the vacancy may be filled by any member.

9.8 Should the Men's Vice Captain and Ladies Vice Captain and Seniors Vice Captain not already be members of the Committee, they may become ex-officio additional members of the Committee. The Committee may also co-opt up to three members as ex-officio members of the Committee.

9.9 The Committee shall meet as and when required, but not less than six times per annum.

9.10 Four members of the Committee shall constitute a quorum.

**10. CAPTAINS OF THE CLUB**

10.1 Prior to an Annual General Meeting, the Committee shall appoint a member to become Men's Vice­-Captain, a member to become Ladies Vice-Captain and a member to become Seniors Vice-Captain. The procedure for such appointments shall be determined by the Committee with the prior approval of the Proprietor. The Proprietor reserves the right of veto on any selection.

10.2 Such positions shall be held from the end of the forthcoming Annual General Meeting until the end of the next Annual General Meeting, when subject to the approval of the Proprietor, the Men's Vice-Captain shall become Men's Captain, the Ladies Vice-­Captain shall become Ladies Captain and the Seniors Vice-Captain shall become Seniors Captain. Such posts shall be held until the end of the next Annual General Meeting.

**11. DISCIPLINE**

11.1 If in the opinion of the Committee the conduct of any member has been, or may be prejudicial to the interests of the Club, the Centre, or the Proprietor, the Committee shall request the member to explain his/her conduct. After proper consideration of the facts stated to them, the Committee shall take such action as deemed to be appropriate, subject to the approval of the Proprietor.

11.2 Where prejudicial conduct has been established, such action may include: a verbal warning of conduct, a letter of censure, a fine, suspension from future events or competitions, or recommendation of expulsion of that member to the Proprietor.

**12. GREEN FEES**

The Proprietor may charge such rates of green fees as it may from time to time decide. Details of current fees shall be displayed by the Proprietor within the Centre.

**13. GOLF RULES & ETIQUETTE**

The rules of play shall be as laid down by the Royal and Ancient Golf Club of St Andrews, and such local rules as may be published by the Proprietor. Members, their guests and visitors shall strictly observe the rule of golf etiquette.

**14. GUESTS**

14.1 Members may introduce and entertain guests at the Centre. The introducing member shall be responsible for his/her guest(s) conduct, payment of any appropriate fees and ensuring they observe the Club rules.

14.2 No person whose membership has been terminated for prejudicial conduct may at any time be introduced as a guest.

**15. LIABILITY**

15.1 Neither the Proprietor nor the Club shall be liable for any loss or damage to person or property of a member, guest or visitor, howsoever caused.

15.2 The Proprietor accepts no responsibility for supervising children in the Centre or on the course.

15.3 The responsibility for any damage to property by any child on the Club premises shall lie with the child's parent or guardian.

**16. BYLAWS**

The Proprietor may display within the Centre, and in any other form of written communication, such Bylaws or 'Club Standards' as may from time to time be found desirable for the regulation of play, conduct, dress and usage on the courses and in the Clubhouse, and these standards shall be binding on all members guests and visitors.

**17 LICENSING**

17.1 Intoxicating liquor may be sold within the Centre during such hours as the Proprietor determines, having due regard to the general licensing hours in force within the licensing district and in accordance with the terms of the licence held by the Licensees.

17.2 Intoxicating liquor shall not be sold or supplied to any person under eighteen years of age.

**18. ALTERATION OF RULES**

The Proprietor may revoke, supplement or alter the above Constitution by displaying within the Centre such proposed amendments not less than fourteen days prior to the date they shall take effect.