



Gaudet Luce Golf Club

MEMBERS CONSTITUTION AND RULES OF GAUDET LUCE GOLF CLUB

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OBJECTS AND RULES OF GAUDET LUCE GOLF CLUB

Definitions

Club	means those Members elected, appointed, or accepted in accordance with these Rules.
Proprietor	Gaudet Luce Limited.
Registered Office	Middle Lane, Hadzor, Droitwich WR9 7JR.
Members	means those persons accepted into membership of the club from time to time in accordance with these rules.
Officers	means those persons appointed in accordance with Rule 8.
Executive Committee	means those persons referred to in Rule 8.
Director of Golf	means the person nominated as the agent for the Proprietor.
Section Representatives	means those elected to serve as Competition, Handicap, Finance or Communications representatives for their section.

1. **Name** The Golf Club will be called **Gaudet Luce Golf Club**.

2. **Constitution**

2:1 The Club is a Proprietary Club, owned by the Proprietor and its Directors. All matters relating to the Golf Club are to be addressed to the Golf Operations Manager, Gaudet Luce Golf Club.

2:2 The Proprietor will be responsible for providing the Club with the Club premises and all the necessary facilities for carrying on the Club in accordance with these Objects and Rules.

2:3 The Proprietor will have:

- a) the control of all financial affairs of the Club;
- b) the power to engage, control and dismiss employees of the Club;
- c) the administrative powers necessary for the satisfactory running of and carrying out the Objects and Rules; and
- d) the power to make Bye-Laws for all such purposes.

2:4 The Officers as defined in Rule 8 will control the Competitions of the Golf Club.

2:5 Members will be under no financial liability by reason of their membership of the Club save any Annual Subscription, Entrance or Playing Fee which will be determined by the Proprietor.

2:6 This constitution may be changed, at any time, at the absolute discretion of the Proprietor in accordance with Rule 22.

3. Objects

The object of the Club shall be the promotion of golf and affiliated facilities for the enjoyment and benefit of its members.

4. Membership

4:1 Full Members shall be limited as to such a number as the Proprietor may from time to time determine. They shall have the right and privilege of playing golf when the course is open for play, and to such privileges as permitted and advertised by the Proprietor.

4:2 Other classes of membership shall be limited to such a number as the Proprietor may from time to time determine and shall have the right and privilege of playing golf at such time as laid down by the Proprietor.

4:3 Members of the club will be allowed to introduce guests to the club. Members shall assume responsibility for their guests at all times on club property.

4:4 The Proprietor or his delegated officers may introduce a maximum number of visits per guest, if they feel the system is being abused.

5. Admission as a Member

5:1 No person shall become a Member unless they have:

- a) been duly accepted according to his category of membership;
- b) paid the Entrance Fee:
- c) paid the annual Subscription which shall include any fees due to the England Golf, The Midland Golf Union, Worcestershire County Golf Ltd, and the Worcestershire Ladies County Golf Ltd
- d) agreed to abide by the Rules of the Club and to act in accordance therewith.

6. Acceptance of Members

6:1 Proposals for membership must be made on the form provided for that purpose and must be signed by the Candidate for membership.

6:2 Proposals will state the name and address of the Candidate including all required details

6:3 The acceptance of a member shall be at the sole discretion of the Proprietor.

6:4 Until payment is received of all sums due from the new member to the Proprietor the new member will not enjoy any of the benefits or privileges of the Club.

7. Officers

The Officers of the club shall be the Executive Chair, Competition Chair, Handicaps Chair, Finance Chair, Communications Chair, Golf Operations Manager and Proprietor Representative.

8. The Executive Committee

8.1 The Executive Committee of the Gaudet Luce Golf Club is the sole business forum for members and responsible for all general matters concerning the club.

8.2 The Executive Committee will comprise:

- a) Executive Chair, Competition Chair, Handicaps Chair, Finance Chair, Communications Chair, all of whom will be appointed by the Proprietor and who will normally serve 3-year terms but may be re-appointed at the discretion of the Proprietor. Any club member may offer to serve in one of the roles and will be considered by the Proprietor.
- b) Director of Golf and Proprietor Representative
- c) The Club Captain and President will be honorary, non voting, members of the Executive Committee

9 Club Captain

9.1 The Club Captain is an automatic progression from Club Captain Elect. The Club Captain Elect is appointed by a panel including The Proprietor, Director of Golf, 5 Executive Committee members, plus invited club members. The Club Captain Elect will serve on the Executive Committee from the time of his/her appointment until taking up their post as Club Captain.

9.2 The Club Captain shall seek to attend as many of all sections' activities as possible and represent the club to members, visitors and within the national and local golfing community. They shall also organise the annual Club Captain's Charity Day and other events with close co-operation with the sections of the club.

10. General Meetings

10:1 An Annual General Meeting of the Club will be held in every year and there will not be more than fifteen months between one Annual General Meeting and the next.

10:2 Ten members present in person shall be a quorum at Annual General Meetings of the Club.

10:3 Any proposition relating to the welfare of the Club may be discussed at the Annual General Meeting, but no resolution shall be proposed thereat unless notice shall have been given to the Communications Chair in writing at least 28 days prior to the Annual General Meeting, or unless the form of resolution shall already appear in the Agenda annexed to the notice convening the meeting.

10.4 In the event of an exceptional matter arising during a year the Executive Committee may call and Extraordinary General Meeting to consider the issue.

11 Section Representatives

11.1

- a) The relevant representatives for Gentlemen, Ladies, Seniors, and Junior Sections exist to manage competitions, external competitions, team selection panels, matches and specific social functions. They also manage the finances and handicap management for section members and provide recommendations for distribution of funds generated through competitions and specific

social functions to the relevant section members.

- b)** The Gent's, Ladies and Senior section representatives shall be elected at the relevant section Annual Meeting. This meeting must take place between 21 and 3 days prior to the advised date of the Club Annual General Meeting.
- c)** The persons elected, for a 2 year period, at a section Annual Meeting shall assume their position with effect from the date of the Club Annual General Meeting.
- d)** Should a section representative position become vacant during a club year a replacement representative may be co-opted by a majority of remaining section representatives, to serve for the remainder of that club year and such person elected shall immediately assume the position. Such person may stand for election at the following Section Annual Meeting.
- e)** Representatives from the junior section to be filled by invitation, following a majority vote by existing committee members. Committee members will be expected to serve two years in post. When retiring from the committee, they will be required to hand over to the incumbent. Committee members will be expected to show commitment to the Junior section as a whole and not to have any bias towards individual juniors. Potential committee members to be invited annually prior to the Junior Annual Meeting. Should a Junior section representative position become vacant a replacement representative may be invited in the same manner.

11.2 The four sections' representatives plus the relevant officer are the operational forums, and as such will manage and control the competition, handicaps and finances, and any associated affairs particular to each section under the overall responsibility and guidance of the Executive Committee.

Each section will conduct their affairs in accordance with the 'Terms of Reference', which will initially be set by the Executive Committee. Thereafter any changes to these Terms which may be proposed by any section must be brought to the Executive Committee and approved by them.

11.3.

- a)** Gents' representatives are responsible for and run competitions and teams for all male members of the club from 18 years of age.
- b)** The Seniors' representatives run dedicated competitions and teams for male club members aged 55 years and over.
- c)** The Ladies representatives are responsible for and run dedicated competitions and teams for all female club members age of 18 and over.
- d)** The Junior Section representatives provide a continuing golf development for junior members up to the age of 18.

All sections should collaborate with other sections for mixed competitions and social/fun events.

11.4 The section may elect members to act as Team Captains for matches and/or for the performance of specific tasks or arrangement of social or similar events.

11.5 Sections may organise open or charity competitions only with the prior approval of the Executive Committee and the Proprietor

11.6 The section representatives shall meet regularly (at least 4 times per year) to ensure the smooth operation of the section and may invite any other appointed or elected member with special responsibilities to attend such meetings.

11.7 Sections will hold Annual Meetings in accordance with the Terms Of Reference. Such meetings will be chaired by the Executive Chair

11.8 Full minutes of all such meetings shall be prepared by the section Communications representative as soon as possible following the meeting. Minutes must be circulated to all attendees and to the Executive Communications Chair immediately.

12. Executive Chair

12:1 The Executive Chair, or in their absence another member of the Executive Committee, will chair Club Annual General Meetings and Executive Committee meetings.

12:2 In the case of equality of votes, the Executive Chair (who has no initial vote) shall have the casting vote.

12.3 Minutes of all General and Executive Committee meetings will be prepared by the Communications Chair and circulated to all attendees and be retained in both paper and electronic form indefinitely.

13 Executive and Section Communication Meetings

13.1 The Executive Committee Officers will organise regular meetings with the relevant representatives of the sections to communicate the views and decisions of the Executive Committee and receive notification of issues and suggestions from the section representatives.

13.2 Such meetings shall ideally occur a minimum of 4 times per year or more frequently if deemed necessary by the Officer or section representatives. The minutes of all such meetings will be prepared by the Executive Officer concerned and distributed to the section representatives and other members of the Executive Committee.

13.3 In the event of any dispute between different section representatives or with the appropriate Executive Officer, the decision of the Executive Committee will be final.

14. Ruling Bodies

The Proprietor and the Club hereby agree,

14:1 To abide by the Rules of Golf and Amateur Status as laid down by the Royal and Ancient Golf Club of St.Andrews.

14:2 The Club operates the World Handicapping System (WHS) controlled by England Golf for member's handicaps. All members of the Club will be bound by the principles and rules of the WHS and any conditions imposed within the Scheme by England Golf, and any amendments thereto.

14:3 To abide by the Rules of England Golf, The Midland Golf Union, Worcestershire County Golf Ltd, and the Worcestershire Ladies County Golf Ltd.

14:4 To extend the courtesy of the Course and Clubhouse on at least one occasion per annum (if required) to the respective National, Group or County Unions.

15. Duties of Officers

The duties of the Officers shall be laid down by the Executive Committee.

16. Records

All documents, records, and minutes of any kind relating to the affairs of the Officers, Executive Committee and Section Representatives shall be the joint property of the Members and Proprietor.

17. Subscriptions

The Annual Subscription (or part of) will be such a sum as the Proprietor shall determine from time to time. The Proprietor may terminate the membership of any member whose Subscription is more than one month in arrears. Such person's name will be removed from the Register of Members and they will immediately cease to be a member of the Club and forfeit all rights of membership.

18. Members Addresses

Each member (except for social members for the day) will from time to time provide details of their current address which will be entered in the Register of Members. All notices sent to that address will be deemed to have been delivered in the normal course of post. The Proprietor shall maintain a Register of Members at all times which shall be kept on the premises.

19. Resignation of Members/Membership Suspension

19.1 A member may resign at any time by giving written notice to the Proprietor. Any Member who has resigned remains liable for any Subscription due and unpaid at the date of resignation. A member shall not be entitled to any refund or repayment of any previously paid subscriptions or compensation of any kind.

19.2 A member suffering illness, injury or absence through surgery will not be entitled to seek suspension of their membership and will not be entitled to any refund of previously paid subscriptions or compensation of any kind.

20. Expulsion of Members

20:1 The Proprietor shall expel from the Club (or suspend from Membership for a specific period) any Member whose conduct is such that in the reasonable opinion of the Proprietor it may be injurious to the character or best interests of the Club.

20:2 Before a member is expelled or suspended, such members conduct shall be investigated by or on behalf of the Proprietor and such member shall be given an opportunity to explain and justify his behaviour. If the Proprietor is then of the opinion that the member is guilty of such conduct as

mentioned in 20:1 and that the member has failed to explain and justify it satisfactorily, the Proprietor may either expel or suspend such a member at the Proprietors discretion after consultation with the Executive Committee.

20:3 A member expelled or suspended in accordance with this Rule shall forfeit all the privileges of membership without claim for any refund, repayment, or compensation.

21. Intoxicating Liquor

The sale or supply of intoxicating liquor in the Club shall be permitted within the general licensing hours in force within the general licensing district in which the Club premises are situated (and any extensions thereof granted by the Justices) and the bar opening hours shall be fixed by the Proprietor. Intoxicating liquor will be sold only in accordance with the terms and conditions (if any) imposed by the Justices License granted in respect of the Club premises.

22. Alteration of Rules

Save as provided in Rule 14 these Rules may at times be revoked, supplemented, or altered by the Proprietor after consultation with the Executive Committee.

23. Disputes

Any dispute of difference which may arise as to the meaning or interpretation of these Rules or as to the powers of the Officers or Executive Committee or section representatives or otherwise shall be determined by the Proprietor after full consultation with the Officers, and such decision shall be final and binding on all members of the Club.

24. Golf Operations Manager

The Golf Operations Manager is the appointed representative of the Proprietor to whom all matters appertaining to the Proprietor should be addressed.

25. Delegation

The Proprietor may at any time delegate any of its powers to the Golf Operations Manager, the Executive Committee or to any Sub-Committee, on such terms and subject to such conditions as it may stipulate.

The Handicap and Competition sub-committees appointed from the elected Officers and Committee representatives may not delegate its overall control of handicapping of members but may delegate part or the whole of the clerical work of the schemes to the Golf Operations Manager or other members of the Club and the Golf Operations Manager may be co-opted on to such Sub Committees.

26. Exclusion of Liability

The Proprietor shall not be liable for any loss, damage, theft or injury to any property or person, which may occur on the premises or course of the Club. Members should provide their own insurance cover for such eventualities.

27. General

27:1 No member shall take away or permit to be taken away from the Golf Club under any pretence whatsoever, or injure or destroy, any property of the Club

27:2 No paper, written or printed notice, or placard shall be exhibited, put in the Clubhouse or Locker Rooms or in any way brought to the notice of the members without the sanction of the Proprietor.

27:3 Members are required to pay all expenses incurred on behalf of themselves or their guests in the Clubhouse or part of the course before leaving the Golf Club.

27:4 No dog or any other animal may be brought onto any part of any Golf Club buildings without the specific permission of the Proprietor.

28. Interpretation

28:1 References to the masculine will include the feminine and where appropriate the singular will include the plural except as provided for in section 11.

28:2 The headings for these Rules are for ease of reference only and will not be considered in their interpretation.