

THE MOFFAT GOLF CLUB RULES ("Rules") Aug 2016 rev.

1. DEFINITIONS

In these Rules the following words and expressions will have the following meaning :-

"General Meeting"	means any Annual or Special General Meeting of the Club to be held in accordance with clause 6.
"By-laws"	means the by-laws of the Club as amended from time to time.
"Category"	means any category of membership as defined in clause 4.1
"Club"	means The Moffat Golf Club.
"COM"	means the Committee of management from time to time in accordance with clause 5.
"COM member"	means a member of the COM other than the Captain, Secretary or Treasurer.
"Financial Year"	means the Club's accounting year ending on 30 th September.
"General Notice Board"	means the notice board located in the inner foyer of the clubhouse.
"Member"	means a member of the Club in any Category as defined in clause 4.1.
"Officer of the Club"	means any COM member, the Captain, Secretary and Treasurer of the Club from time to time.
"Temporary Member"	means any person, who is not a Member or a guest of a Member, admitted to the Club's premises for the purpose of playing golf on terms decided by the COM from time to time.
"Voting Member"	means any Honorary, Life, Ordinary or Intermediate Member

2 PURPOSE

The Club is a non-profit making organisation which exists for the principal purpose of enabling its Members to play golf. All profits and surpluses will be used to maintain or improve the Club's facilities. If, upon the winding up or dissolution of the Club, there remains after the satisfaction of all the Club's debts and liabilities any property whatsoever, the same shall be given or transferred to some other organisation or organisations having objects (that is aims and activities) similar to the objects of the Club, such organisation or organisations to be determined by members of the Club by resolution passed at a General Meeting at or before the time of the dissolution and, insofar as effect cannot be given, then to some other charitable objects.

The Club is committed to the equitable and fair treatment of all members, guests, visitors, volunteers and present and potential employees. We will endeavour to ensure that everyone regardless of disability, age, gender, sex, sexual orientation, race, colour, nationality, ethnic origin or religious conviction has a genuine opportunity to participate to their full potential at all levels and in all roles within the Club

3. RULES OF GOLF

The rules of golf, as they may from time to time be approved by the Royal and Ancient Golf Club of St. Andrews, shall, so far as applicable and subject to such by-laws as may from time to time be made by the COM, be the rules observed by the Club for play.

4. MEMBERSHIP

Membership is open to all and no application for membership will be refused on other than reasonable grounds. There will be no discrimination on grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation, political or other opinion.

4.1 CATEGORIES

Membership Categories shall consist of Honorary, Life, Ordinary, Intermediate, Junior, Country, 5 Day, Non-playing and Overseas. Numbers in each Category may be limited from time to time as determined by the COM and intimated to Members at the Annual General Meeting.

4.2 ADMISSION

a. General conditions. Applicants for all Categories of membership, other than Honorary or Life, must complete a form containing their personal details. Admission, which will not be unreasonably refused, shall be in the hands of the COM and, in the event of the COM refusing the application for a justifiable reason, the applicant may appeal the decision which will then be referred for a final decision to the Members at the next Annual General Meeting. Should it be necessary, as provided for in Rule 4.1, to limit the number of Members in any Category, admission to that Category thereafter shall be from a waiting list, which shall be drawn up according to the date of receipt of such applications by the Secretary. Upon admission, new Members shall either be provided with a printed copy of the Rules and By-laws or referred to the Moffat Golf Club website for these, and will be required to pay the annual subscription within one month of the date of the subscription notice, otherwise admission will become void. Upon payment, the new Member is thereby held to have submitted to the Rules and By-laws of the Club.

b. Honorary. It shall be competent for the Members at a General Meeting to confer the distinction of Honorary member on such persons as they consider worthy of the honour.

c. Life. Applicants must be current Ordinary members and must have held such membership continuously for at least five years. In any event no person shall be admitted as a Life member if, as a result of such admission, the number of Life members would exceed 10% of the number of Ordinary members at that time.

d. Ordinary. Applicants must be 31 years of age or over at the time of applying.

e. Intermediate. Applicants must be under 31 years of age at the time of applying. Intermediate members who are 31 years of age on 1st January will not qualify for Intermediate membership thereafter and will automatically become Ordinary members upon payment of the relevant subscription.

f. Junior. Applicants must be under 18 years of age at the time of applying. Junior members who are 18 years of age on 1st January will not qualify for Junior membership thereafter and will automatically become Intermediate Members upon payment of the relevant subscription.

g. Country. Applicants must be at least 21 years of age at the time of applying and must live outside and may not have their place of work within 20 miles of the clubhouse. The decision of the COM on whether an application meets these criteria will be final.

h. 5 Day. Applicants must be at least 21 years of age at the time of applying and must be a full playing member of another SGU affiliated golf club.

i. Non-playing. Applicants must be at least 18 years of age at the time of applying.

j. Overseas. Applicants, at the time of applying and in order to retain their status, must be resident out-with the United Kingdom

4.3 BENEFITS AND RESPONSIBILITIES

a. Members shall be entitled to use all clubhouse facilities subject to any licensing restrictions and/or any By-laws in force from time to time.

b. Only Voting members shall have a vote in the management of the Club

c. Honorary, Life, Ordinary, Intermediate, Junior, Country and 5 Day Members shall have full playing rights subject to the By-laws in force from time to time.

d. No Member shall be at liberty to make any disbursement or incur any debt in the name of or on behalf of the Club without the authority of the COM or of any person or committee so authorised by the COM.

e. Members of all Categories may introduce guests to the clubhouse without payment, including persons under the age of 18, provided the names of such persons are entered in the visitors' book kept for that purpose and vouched for by the signature of the host Member with the date of such visit.

Members of all categories, other than Non-playing and Overseas may play on the course with up to three guests at any one time on payment of the concessionary reduced fee. No individual may be admitted at a concessionary reduced fee on more than five occasions in any calendar year. The concessionary reduced fee will be fixed at the Annual General Meeting.

4.4

- a. Membership subscriptions and fees shall be fixed at a Special General Meeting and shall be payable as follows:
 1. A minimum of 50% of the amount due by 31st October in the preceding year and any balance by 31st March in the year of subscription (Except for Junior and non-playing members whose subscriptions are payable in full by 31st March)
 2. Members who avail themselves of the facility to pay by monthly instalments in arrears must pay the first instalment by 1st November followed by 11 monthly instalments ending 1st October in the following year.
 3. Members, other than Junior and non-playing members, who fail to pay the first instalment of 50% by 31st October are considered lapsed and are not entitled to avail themselves of the Club's facilities as set out in Clauses 4.3 a. and c. They may reactivate their membership without formality by payment of the full annual subscription, or such lesser amount as agreed by the COM, plus 10%.
 4. Members failing to pay monthly instalments when due will have their membership suspended. The COM may, at its discretion, set a date by which outstanding amounts shall be paid. Members failing to pay outstanding amounts by that date shall cease to be members and forfeit all monies previously paid.
- b. The COM shall have the power to make an appropriate reduction in the first subscription of a new Member who is admitted after a substantial part of the playing season has passed.
- c. Members shall be responsible for promptly notifying the COM of any change in their eligibility for their Category and, if they switch to a different Category, they must pay forthwith any increase in subscription which may be due.
- d. Members absent from the United Kingdom from 1st October in any year to 30th September in the following year shall not be liable for their subscription and shall be able, provided they have informed the Secretary of their intended absence, to resume membership by paying subscription only.
- e. The COM is authorised to permit members to purchase, in advance, up to a maximum of five years' subscriptions at the rate approved under clause 4.4 a at the preceding Annual General Meeting. This concessionary rate will only apply to the following financial year where advance payment has been made by 31 March in the preceding year.

In the event of death of a member prior to the commencement of any financial year, for which there has been an advance payment, the Committee of Management shall be required to repay such sum.

4.5 SUSPENSIONS AND EXPULSION

The COM may, by a two-thirds majority of the entire COM, decide to suspend a Member from exercising privileges as a Member for such period as the COM may decide, upon being satisfied that such Member has infringed any Rule or By-law or behaved in such a manner as appears to the COM to have endangered the character, interest or good order of the Club. Such suspension shall be reported to the next General Meeting, unless previously lifted by the COM. Members have the right to appeal against any such decision of the COM and may, within two calendar months of the COM's decision, make such appeal in writing to the COM. The COM shall cause a meeting to be held within two calendar months of the lodging of the appeal. The member may be present and may address the meeting on the subject of the appeal. Should the COM recommend to the next General Meeting that the Member be expelled from the Club, the said Member shall be so expelled if three-fourths of the Voting Members present (which number must be at least twenty) accept the COM's recommendation. The Club shall not be liable for repayment of any part of

the entry fee or subscription of such Member nor shall the Club or any member of the COM be liable for any claim in respect of such suspension, nor shall any such Member have any claim on the property of the Club.

5. COM

a. The COM shall consist of a Captain, a Secretary (who may also act as Treasurer) and a Treasurer, all of whom shall be elected annually, and of nine COM members, three of whom shall retire annually by rotation and be eligible for re-election for the ensuing three-year period. All elections shall take place at the Annual General Meeting. Voting members only are eligible for election to the COM.

b. In the event of there being insufficient nominations at the Annual General Meeting to fill vacancies on the COM, the COM shall have the power to fill the said vacancies by appointment. Such appointed COM members shall have the same status as those elected under clause 5a.

c. Should a vacancy occur during the year, it may be filled by co-option by the COM, but a COM member, so co-opted, shall stand for re-election at the next Annual General Meeting.

d. The COM shall have the power to co-opt, for a term of one year at a time, such additional COM members as may be necessary for the conduct of the affairs of the Club. The maximum number of such co-options in any one year shall be two.

e. The COM shall have responsibility for the management of all aspects of the Club and may, at its discretion, authorise employees to exercise authority on its behalf in connection with day to day activities. The members of the COM are indemnified against personal penalties served under any safety, health or other such regulations in force from time to time and the COM may obtain on behalf of the Club any insurance policy which is deemed necessary to cover such personal liabilities for any actions taken by them in good faith on behalf of the Club. Meetings (to be called by the Secretary) shall take place at intervals not exceeding two months at which the attendance of five COM members will be required to form a quorum.

f. The COM shall, at their first properly convened meeting after the Annual General Meeting, elect a vice-captain and conveners for House, Greens and other activities as required.

g. The Captain or vice-captain shall preside over all meetings of the Club and COM and, in their absence, the COM members present shall appoint a chairman from their number. The chairman shall have a deliberative vote and, in cases of equality, a casting vote.

h. The Secretary shall, under the instructions of the COM, keep a correct record of all the proceedings of the Club at their General Meetings and COM meetings; where possible, obtain and keep a correct record of sub-committee meetings; call General Meetings and COM meetings; keep a record of the names and addresses of Members; take charge of all Club records except the Treasurer's accounts; assist sub-committee conveners, as appropriate, in discharging their duties; and perform such other duties as the COM may direct. Notwithstanding the first part of the above clause, it shall be within the power of the COM to appoint an assistant secretary and/or a minute secretary should they so decide.

i. The financial affairs of the Club shall be vested in the COM and all monies received by the Club shall be lodged with the Treasurer, or an employee of the Club authorized by **them**, and shall be deposited in the Club's bank accounts. The Treasurer shall be responsible for the collection of all monies due to, and for the payment of all monies due by, the Club and **they** shall keep accounts of all the financial transactions of the Club and present a full and complete statement thereof for audit. An abstract of the audited accounts, duly approved by the COM, shall be submitted to the Annual General Meeting. The COM may at any time require the Treasurer to present to them an account of financial transactions and of the state of the funds of the Club.

All cheques issued by the Club and other payment instructions to the Club's bankers, above an amount to be determined by the COM, must be signed by any two signatories authorised by the COM at least one of which must be either the Treasurer, or the Captain, or the Secretary.

The COM shall be empowered to borrow such sums of money as they consider necessary for the efficient management of the Club.

- j. The COM shall have the power to appoint sub-committees and to delegate to such sub-committees such powers as they consider appropriate. Members, other than COM members, may be included in sub-committees.
- k. On the recommendation of the Captain, the COM shall appoint the conveners of such sub-committees. The COM may determine a quorum for such sub-committees.
- l. The Captain and Vice-captain shall be members of all sub-committees, ex-officio.
- m. The COM may make or amend such By-laws and other regulations as they consider necessary, which shall be binding on every member until set aside or amended by the COM or by a General Meeting. Members' proposals for making, amending or setting aside By-laws must be made under Clause 6.e

6 GENERAL MEETINGS

- a. Voting members only shall be empowered to vote at a General Meeting. No vote by proxy will be allowed.
- b. Twenty Voting members shall form a quorum at a General Meeting
- c. The Annual General Meeting shall be held as soon as possible after the close of the Financial Year, but not later than 31st December, on a date to be fixed by the COM, and duly intimated to Voting Members by a circular from the Secretary and/or by press notice at least 14 days in advance of the meeting.
- d. A Special General Meeting may be called (a) at any time by the COM or (b) within 21 days of receipt by the Secretary of a written request signed by at least 10 Voting Members. At least 14 days' notice of a Special General Meeting must be given to Voting Members by a circular from the Secretary and/or by press notice.
- e. Motions, to be presented at a General Meeting, initiated by Voting Members, must be delivered to the Secretary at least 7 days in advance of the General Meeting and must be in writing and signed by 10 Voting Members. Upon receipt by the Secretary of such motions, a notice thereof will be posted on the General Notice Board. Notice of any motions initiated by the COM shall be given (by circular and/or press notice) to Voting Members at least 7 days prior to such meetings.
- f. Amendments to a motion to be presented at a General Meeting, notice of which has been given in accordance with 6e, must be in the hands of the Secretary at least 48 hours before the time of the meeting at which the motion is to be discussed. Notice of such amendment or amendments shall be posted on the General Notice Board during the 24 hours immediately prior to the meeting. A copy of this rule shall be incorporated in any notice calling a General Meeting at which any motion is to be presented.
- g. Nominations for the posts of Captain, Secretary and Treasurer must be submitted to the Secretary in writing at least 21 days before the Annual General Meeting.
- h. The COM may propose the annual election of an Honorary President and one or more Honorary Vice-presidents at the Annual General Meeting. Such Honorary President and Vice-presidents shall be eligible for re-election.
- i. An auditor shall be nominated by the COM and appointed each year by Members at the Annual General Meeting. In the case of an auditor not being available for appointment at the Annual General Meeting, or in the case of a vacancy occurring during the financial year, an auditor for that year shall be appointed by the COM. The auditor shall not be eligible to be a COM member.

7. PROPERTY OF THE CLUB

The heritable property of the Club shall be vested in the Captain, Secretary and Treasurer for the time being and their successors as trustees for the Club, and all title deeds or other affairs shall be taken in such manner, and such trustees shall be empowered to grant all such security deeds requiring to be granted to creditors.

The property, effects and monies of the Club shall belong to the Voting Members during membership equally but the right and interest of every Voting member shall be personal and limited to the Voting Member and shall not be assignable or arrestable or pass to the Voting member's executors or assignees.

8. TEMPORARY MEMBERS

The COM shall have power to admit Temporary Members for such periods and on such terms as they may think fit. Temporary Members shall not have the power to admit guests to the clubhouse or course but the COM may, at their discretion, admit to the clubhouse persons accompanying Temporary Members.

9. LICENSING RESTRICTIONS

- a. The supply of excisable liquor to the Club shall be under the control of the COM and shall be regulated in the By-laws of the Club in accordance with the provisions of the Licensing (Scotland) Acts from time to time in force.
- b. The COM shall fix the prices at which excisable and non-excisable liquor shall be sold on the Club premises.
- c. The hours during which excisable liquor may be sold or supplied shall be within the permitted hours under the licensing statutes subject to any restrictions within these hours that the COM may apply.
- d. The COM shall have the power to hire such employees as are required for the purposes of supplying the sale of excisable liquor on the Club premises.
- e. No excisable liquor shall be sold or supplied on the Club premises to any employee of the Club involved in the sale and supply of excisable liquor, unless the employee in question is off-duty.
- f. No member of the COM, official, manager or employee of the Club shall have any personal interest in the sale of excisable liquors therein or the profits arising from such sale.
- g. Non-golfing visitors shall not be supplied with excisable liquor in the Club premises unless on the invitation, and in the company of a Member. The Member shall, upon admission of the visitor to the Club premises, enter his/her own signature, the name and address of the visitor and the date of the visit in a visitors' book which shall be kept in the Clubhouse for this purpose.
- h. Temporary Members, excluding those under the age of 18, shall be supplied with excisable liquor under the same conditions as those applying to Members, except that such Temporary Members shall not be entitled to introduce visitors, except on the express authority of the COM, as allowed for in clause 8 of these Rules.
 - i. No excisable liquor shall be sold or supplied to any person under the age of 18, or for consumption outside the premises of the Club except to a Member on the premises and for his own consumption, or to a person holding an excise licence for the sale of such liquor.
 - j. No person under the age of 18 may play the gaming machines in the clubhouse.
 - k. Members shall defray whatever bar expenses they may incur, before leaving the clubhouse.

10. OPENING OF THE CLUBHOUSE AND COURSE

- a. The clubhouse, locker rooms, and course shall be open every day except when decided otherwise by the COM or one of its officials or conveners. The COM shall have power to determine and vary the hours of opening.
- b. Neither the Club, the COM, nor any person connected therewith, shall be responsible to any Member, Temporary Member, visitor, guest or any other person for the loss of any money, property or valuables in the Club premises.
- c. The COM shall be empowered to close those parts of the clubhouse, which may be required for a function or a special event. Members will be given seven days' notice of such closures.

11. COMPLAINTS

All complaints by Members must be made in writing to the Secretary for submission to the COM, and no complaint shall be attended to unless such written submission is made and signed by the complainant.

12. GENERAL

- a. These Rules may only be changed at a General Meeting called in accordance with Clause 6.

- b. Full time employees of the Club shall have use of the clubhouse and the playing privileges detailed in clauses 4.3 a and 4.3 c

THE MOFFAT GOLF CLUB BY-LAWS
Rev0816

General

1. The Com may make, amend or cancel any By-law or regulation which it considers necessary for the effective management of the Club. Such By-laws are binding on all members and may only be set aside by the COM or by a resolution passed at a General Meeting of the Club.
2. The speed limit on the course road is 15 m.p.h. Members driving to and from the clubhouse are asked to exercise care and to watch for golfers on the first tees.
3. Cars are parked in the car park at owner's risk, and should be parked in such a way as to allow other cars access and withdrawal. In the event of the main car park being full, Members may use the area around the tractor shed as an alternative car park.
4. Dress in the clubhouse will at all times be informal and/or at the discretion of members, with the course dress code as decided by the COM from time to time, and displayed on the locker room notice boards.
5. Junior members are subject to all the Rules and By-laws of the Club and are also subject to additional rules covering their access to the facilities of the Club. The COM will review these additional rules from time to time, an up-to-date copy of which will be posted on the junior notice board and be available on request.
6. Notice boards are provided and should be used as follows:
 - 1) The General Notice Board for General Meeting notices, details of the COM and sub-committees, statutory notices and membership applications.
 - 2) Ladies and Gentlemen's hole-and-hole notice boards for draw sheets.
 - 3) Ladies and Gentlemen's handicap notice boards for details of club competitions, entry forms, results sheets, handicap revision, etc.
 - 4) A juniors' notice board for all matters pertaining to junior golf.
7. Alcohol is not permitted on the course.

2. House

1. The clubhouse opening hours shall be determined by the CoM and displayed on the notice boards:
2. Hot meals will be available in the restaurant and lounge at times detailed on notices displayed from time to time.
3. All keys given to members shall, notwithstanding any payment made therefore, remain the property of the Club and be returned by them to the Secretary on their ceasing to be members or, in the case of locker keys, their ceasing to have use of a locker.
4. Lockers, for which the fee has not been paid by the due date, will be emptied and the contents stored for a short period then disposed of. Prior to disposal the contents may be redeemed by the owner upon payment of a storage charge to be set by the COM from time to time. If a member or ex-member loses his/her locker key or fails to return it when vacating the locker he/she will be liable for the cost of replacing the lock.
5. Members are not entitled to use the locker master keys except under supervision by a member of the COM or a member of staff.

6. The Club is not responsible for members' property in the clubhouse, whether in lockers or otherwise and is not insured for losses of such property. Members are encouraged to arrange their own insurance in this respect.
7. No book or article of any kind belonging to the Club shall be removed from the clubhouse.
8. Indoor games facilities are provided for the pleasure of all members and are available on a "first come first served basis"

3. Greens, Competitions etc.

1. Members are reminded that practice areas are provided and that those practicing on the course must pay due attention to members and temporary members playing rounds. The "course" as defined under rule 7 of the Rules of Golf includes the practice area on the 2nd hole. Members are reminded that rule 7-1.b. prohibits practice by a competitor on the competition course on any day of a stroke play competition or play-off.
2. No practice is allowed to, or on the 18th green, or to, or on, the 2nd green.
3. Golf buggies are permitted on the course, except when restricted by the Greens Convener. Attention must be paid to direction signs and marked lines.
4. In the event of the course becoming unplayable, members are reminded that the appropriate Rules of Golf to apply are 6-8 and 33-2(d).
5. The walls and fences which form the perimeter of the course mark the out-of-bounds. The clubhouse and car park, and the areas around the tree plantation behind the clubhouse and tractor shed, marked by a ditch and white posts, are out-of-bounds.
6. No walls may be climbed, except by means of the stiles provided.
7. Members should observe the ruling when driving from the front 5th tee if there are players on the 6th tee or on the course around the 5th green.
8. No play is permissible from the 1st, 5th front, 9th, 13th, 16th and 17th front until the players in front have cleared the green. The bell on the 10th fairway should be rung on passing. The 18th hole is a "call-on" hole.
9. All play must begin at the 1st tee, or with permission from the Clubhouse manager, at alternative tees designated by him.
13. It is recommended that all players use the tee reservation sheet. Reserved tee times have priority over all other rounds, including competition rounds. However, competition rounds have priority on the 1st tee over any non-reserved round except during the periods of reservation and priority laid down in By-laws 3.9 & 3.10.
14. Local rules of play are listed on the score-card. These will, from time to time, be amended and added to by the COM. Details of temporary and amended local rules will be placed on the appropriate notice boards from time to time. Members are reminded of their responsibility to be acquainted with these.
15. Unless by express permission of the COM, no more than 3 players of any class of membership may play together in medal rounds.
16. Unless by express permission of the COM, any member playing in a competition with one who is not a member of the Club, shall be disqualified.
17. The course will be closed on Open Competition days but may be re-opened during the day at the discretion of the COM.
18. All competition shall be arranged by the COM, and full power is conferred on them to make such alterations as may seem expedient or desirable, either as regards dates of competitions, regulations for play on the course, nature and value of prizes, or otherwise.
19. The rules governing particular competitions will be published in the competitions book. Members, other than Junior members, playing in stroke play competitions should pay the competition levy, as may be decided from time to time by the COM, before commencing their round.
20. Score cards must be marked after each hole on the course. At no time should scores be entered

after completion of the round: i.e. in the clubhouse. (*Rules of Golf 6.6a*)

21. HOLE AND HOLE COMPETITIONS

- 1) All entries must be received by the due date.
- 2) All entries must include the requisite entry fee - no member may play in a hole and hole competition if the entry fee has not been paid.
- 3) During the first week (7 days) of the period allowed for the tie, the player(s) whose name(s) appears/appear first on the draw notice must offer to the opponent(s) three possible dates for playing the tie. In the event of any dispute concerning the playing of a tie in the period allowed, the first consideration taken into account by the COM will be whether or not such three dates were offered in due time.
- 4) Any tie, which ends all square on the 18th green, may, by mutual agreement, either be replayed or be settled by "sudden death". Should the latter method be used, handicap allowance must apply.
- 5) Disputes concerning ties must be referred to the COM, whose decision, given through one of its officials or conveners, shall be final and binding.
- 6) The result of the tie should be entered that day on the appropriate draw sheet.