

Constitution of Killin Golf Club

1. Killin Golf Club

2 Object

2.1 To provide and maintain facilities for playing golf at Killin and to promote and encourage the sport by organising competitions for the benefit of members. The Club will operate an equal opportunities policy which will ensure that membership and employment is available to all regardless of race, creed, disability, gender or sexual orientation.

2.2 In the event of the dissolution of the Club, any assets remaining after the satisfaction of all debts and liabilities shall not be paid or distributed among the members of the club, but shall be given or transferred to one or more of the following approved sporting or charitable bodies:

1. A registered charitable organisation(s)
2. Another Club which is a registered CASC
3. The sports national governing body for use by them for related community sports.

3 Membership

3.1 The following categories shall constitute the membership. The numbers of full ordinary, country, social and junior members shall be determined at the A.G.M. All applications for Ordinary, Country and Social membership must be displayed in the Clubhouse for 14 days with name of nominator and seconder before being considered by the Committee. The subscriptions and entry fees payable, shall be decided at the A.G.M..

3.2 **Full ordinary members.** Anyone aged 21 and over who wishes to play golf at Killin and who has been accepted by the Committee of Killin Golf Club and whose entry fee and subscription has been paid

3.3 **Country Members.** Anyone over 21 who is and remains a member of another golf club and whose handicap is allocated and maintained by that club. Country members will be eligible to play in Club competitions in Killin but may not remove from Killin Clubhouse any K.G.C. trophies which they may win. They may attend and speak at general meetings of the club but will not have a vote on any alteration to the Constitution.

3.4 **Social Members.** Anyone aged 18 and over with an interest in Killin Golf Club. This category carries no entitlement to play golf or to vote at general meetings and should be restricted to past members, close relatives of present and past members, and present and past employees of the Club.

3.5 **Junior Members.** Anyone who on 1st February is under 18. This category is divided into two sections - (a) aged 13 to 17 and (b) aged 12 and under and does not entitle anyone under 18 to vote at general meetings

3.6 **Intermediate Members.** Anyone who on 1st. February is aged 18 and has not yet reached the age of 21.

3.7 **Honorary members.** Those members granted exemption from payment of fees in return for services to the Club during their period of office.

3.8 **Life Members.** This is an honour conferred by the Club in recognition of outstanding service to Killin Golf Club. Nominations may be made only by the Committee but require the approval of the members at a General Meeting.

3.9 **Temporary members.** Visitors who have paid the appropriate green fee, but only during the period covered by the ticket purchased.

3.10 Any **additional category of membership** the establishment of which the Committee determines to be in the best interests of the Club.

3.11 **The membership year** shall be from 1st February. to 31st January

3.12 The **annual subscription** will be due on 1st February and membership will lapse if this is not received by 31st March. .

3.13 All **members** joining the club shall receive a copy of the Constitution and Rules and shall be deemed to accept, and expected to observe, the terms set out therein.

3.14 **Resignation.** Any member wishing to withdraw from membership of the Club shall give notice to the Secretary in writing. . No such resignation can be considered unless and until all moneys due by the said member to the Club have been paid.

4 Management of the Club

4.1 Management of the Club, subject to the Constitution and Rules, shall be carried out by a Committee consisting of the Club Captain, Ladies' Captain, Secretary and Treasurer and nine other members.

4.2 The **Captain** will be elected annually at the AGM and may be re-elected for a second year.

4.2.1 The Captain will preside at all general and committee meetings and will have a casting vote in the event of a tie.

4.3 The **Secretary and Treasurer** will be elected annually at the A.G.M. and may be re-elected. They will not remain in office longer than 4 consecutive years and will not be eligible for re-election to either of these offices for two years thereafter (unless by special resolution of the members at a general meeting.) At the end of the third year an assistant secretary and treasurer may be appointed to facilitate transition at the end of the term of office.

4.4 **Members of the Committee** will be elected at the A.G.M. to serve for three years. One third of the members will retire annually in order of seniority [of service] and will not be eligible for re-election for at least a year.

4.5 If a vacancy occurs the Committee may co-opt a member as a replacement who shall remain until the next AGM.

5 Responsibilities and Authority of the Committee

The Committee will;

5.1 Be responsible for ensuring that correct records and accounts detailing the financial affairs of the Club are kept and that appropriate Insurance policies are force.

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5.2 **Appoint subcommittees** as required with powers to act within a framework of responsibilities and accountability predetermined by the Committee in writing.

5.3 **Determine** green fees, bar prices and locker rents..

5.4 **Make local rules** for the use of the course and the clubhouse which together with the Rules of Golf as printed and used by the Royal and Ancient Golf Club of St. Andrews shall be the Rules of Golf of the Club.

5.5 **Admit new members** in each category in accordance with the Constitution. The Committee is not obliged to give any reason for refusing admission.

5.6 **Approve competition rules and inter-club match arrangements.** Responsibility for handicapping shall lie with the Committee and shall be administered in accordance with the rules of the appropriate Governing bodies.

5.7 **Approve appointments** of staff and subcontractors and agree contractual arrangements (which must observe current legislation on equal opportunities and discrimination etc.).

5.8 **The Committee shall not have power to purchase,** sell or lease heritable property, rights or privileges without the specific authority of the members at an Annual or Special General meeting.

5.9 **The Committee shall not commit the Club** to expenditure of an extraordinary nature exceeding the limit set by an Annual or Special General meeting of the members.

5.10 **The Committee will have authority** to borrow money on behalf of the Club within the limit set at an Annual or Special General meeting. In security of such borrowing the Committee will have authority to grant a Standard Security over all or any part of the heritable property and other assets of the Club.

5.11 **The Committee shall hold regular meetings** at not more than two monthly intervals and more often if required.

5.12 **If any member's conduct**, in the opinion of the Committee, is injurious to the character, interest or good order of the Club, the Committee shall have power of expulsion subject to the member having the right of appeal within 14 days.

5.13 **All complaints** shall be made in writing to the Secretary and signed by the person making the complaint. The Secretary shall then submit this to the Committee who shall have power to deal with the matter.

6 General Meetings

6.1 **An Annual General Meeting of the Club shall be held in January of each year.** 14 day's notice of the date, time and place of the meeting shall be sent to each member along with a copy of the agenda and resolutions to be discussed and a reminder that nominations for the Office Bearers and Committee should be in the hands of the Secretary at least three days before the meeting.

6.2 **The purpose of the Annual General Meeting** shall be

- (a) To approve the minutes of the last A.G.M. and of any Special General Meetings held during the year.
- (b) To receive the annual reports of the Office Bearers.
- (c) To receive the audited accounts for the year to 31st October.
- (d) To elect Office Bearers and committee, and to appoint auditors
- (e) To set annual subscriptions and entrance fees and, if applicable, make decisions about numbers in each category of membership.
- (f) To set a figure for total borrowing for the year.
- (g) To transact any other business on the agenda.
- (h) To deal with any other business raised by members at the meeting.

6.3 Where 14 days notice has been given of business to be discussed at the A.G.M. any decision taken by the members at that A.G.M. shall be binding. Where 14 days notice has not been given the Chairman shall rule whether it is in order to take a decision at that time or remit the matter for further discussion.

6.4 **A Special General Meeting** may be convened at any time by the Committee or if ten members of the Club notify the Secretary in writing that they wish such a meeting to be held.

6.5 **Only one item of business**, previously notified to all members, shall be discussed at a Special General Meeting

6.6 **Fourteen days notice of any Special general meeting** shall be given to all members but, exceptionally, if the matter is particularly urgent this period of notice may be shortened to five days.

6.7 At all general meetings the **Captain shall preside, or he may delegate** this duty to another member of the Committee

6.8a When **alterations to the Constitution** are proposed each member should receive a copy of the proposed alteration at least 14 days before the meeting at which the changes are to be discussed and a majority of two-thirds of the members voting must approve the alterations.

6.8b **Members unable to attend** the meeting may vote by proxy and will be notified by the Secretary of the arrangements for this procedure.

6.10 At any General meeting **10%** of eligible voting members shall constitute a quorum, that being the Over 80, Life, Honory, Full Ladies and Full Gents categories of membership.

7 Licencing

7.1 The **permitted hours** for the sale of excisable liquor shall be within current licencing legislation on in conformance with the premises licence.

7.2 No excisable liquor shall be sold or supplied to any person **under the age of 18**.

8 Voluntary Liquidation

8.1 In the event of the dissolution of the Club, any assets remaining after the satisfaction of all debts and liabilities shall not be paid or distributed among the members of the Club, but shall be given or transferred to one or more of the following approved sporting or charitable bodies:

1. A registered charitable organisation(s).
2. Another Club which is registered CASC
3. The sport's national governing body for use by them for related community sports.

8.2 In the event of there being a deficit on the winding up, the liability of members to contribute to meet the deficit shall be determined by the law for the time being in force.

8.3 The Income and Property of the Club shall be applied solely towards promoting the Club's objects as set forth in this constitution and no portion thereof shall be paid or transferred, directly or indirectly, to the Members of the Club.

(This is the Constitution approved on 14th March 1998 and amended by the addition of section 2.2 on 22nd January 2000 and again 2nd March 2005 further clause added 12th Sept 2005) and amended 27th January 2008. Amended 23rd January 2011 section 6.10 and section 7.

Agreed at the Annual General Meeting, 23th January 2011.

Signed Kay Dowling

Dolan Betney

Douglas McRobbie

Secretary

Treasurer

Club Captain