



**Constitution and Rules of
Vale Royal Abbey Golf Club**

March 2004

1st revision March 2005

2nd revision February 2006

3rd Revision December 2007

1. The Name

The name of the club is Vale Royal Abbey Golf Club (“the Club”).

2 The Proprietors

- 2.1 The Proprietors Stephen Paul Graham and Patrick Cryne (their respective successors, heirs and assigns) (“Presidents” or “Proprietors”) shall be Presidents of the Club and shall be afforded the courtesy and respect this office commends and hereafter shall be referred to as President.
- 2.2 The Presidents will provide the Members with an eighteen-hole golf course and clubhouse together with ancillary facilities and those things, which are reasonably necessary for a private members club to be carried on in accordance with the Club’s objectives and these Rules. The Presidents will allow the Members to manage the Club and all staff necessary for the day-to-day operation of the Club through the Committee and any appointed sub-committees, subject to the cost of operations being contained at all times within financial budgets set by the Presidents in accordance with 5.1 below.

3 Definitions

- 3.1 Committee means the committee duly formed according to this Constitution and Rules.
- 3.2 “Members of the Committee” means the elected members of the Committee, the Presidents and Captains.
- 3.3 “Members” means members of the Club.
- 3.4 “Permitted Times” means those times determined by the Committee when the Members’ use of the playing and/or social facilities are not restricted.

4 Objectives

- 4.1 The Club is operated as a private members club for the purpose of creating a prestigious, private golf facility for its Members. There will be no casual green-fee players. Access by societies will be on a limited basis on criteria determined by the Presidents.
- 4.2 The Club is intended to be self-funding. Surplus funds generated by the trading activities of the Club will, at the Presidents discretion, be reinvested in developing the playing and social amenities for the benefit of Members.
- 4.3 The Clubs aims are:
 - a) To establish, maintain, and conduct a golf club for the accommodation and benefit of the Members of the Club and generally to provide Members with all the usual privileges and advantages of a private members golf club.
 - b) To ensure that Members abide by the Rules of Golf and Amateur Status as published by the Royal and Ancient Golf Club of St Andrews (“R&A”).
 - c) To ensure that Members affiliate to, and abide by the rules of the English Golf Union (“EGU”), the Cheshire County Golf Union (“CCGU”), the Ladies Golf Union (“LGU”), the Cheshire County Ladies Golf Association (“CCLGA”) or the English Ladies Golf Association (“ELGA”).

5 Contracts, Agreements and Loans

- 5.1 The Presidents shall set, approve and amend as they require all operating budgets. The Presidents shall also have absolute authority for all treasury functions.
- 5.2 All contracts, agreements and loan applications entered into by the Club must have written approval of the Presidents.

6 Conduct of the Game

- 6.1 The Club agrees to recognise the R&A as the ruling body of Amateur Golf and shall abide by the Rules of Golf and Amateur Status as laid down from time to time by this body.

- 6.2 The Club agrees to comply with the Council of National Golf Union's Regulations ("CONGU") and the Rules of the SSS and Handicapping Scheme (and any conditions imposed within the Scheme by the EGU and the ELGA).
- 6.3 The Club agrees to comply with the Constitution and Rules of the EGU, the CCGU, the LGU, the CCLGA and the ELGA as lay down from time to time.
- 6.4 The Club shall pay all subscriptions due to the EGU, LGU, CCLGA and ELGA in respect of every male and female playing Member whatever category.
- 6.5 The Club shall duly exercise the disciplinary powers delegated to them under the constitutions of the English Golf Union and Ladies Golf Union.

7 Liability

- 7.1 No Member of the Club will be under any financial liability to the Club or Proprietors by reason only of membership of the Club except for payment of joining fees and annual subscriptions in accordance with Rule 10.
- 7.2 Save in respect of death or personal injury caused by their negligence and save solely to the extent that such liability cannot be excluded by law neither the Proprietors, the Club nor its staff shall be responsible for damage, injury or loss occurring at the Club, or at any activity or function operated, organised, arranged or sponsored by the Club which is caused by any act of omission of any Member, visitor, guest or member of staff.

A Member or visitor or guest shall indemnify the Proprietors and the Club against all liability for any damage, injury or loss caused by their act or omission.

8 Club Membership

There will be nine categories of membership. The total membership has been set at 550 playing Members.

- 8.1 Full Membership - A full Member may play golf at all Permitted Times and will have full use of the clubhouse and its facilities at all Permitted Times.
- 8.2 Five Day Membership - A five-day Member may play golf at all Permitted Times on all weekdays other than Bank or Public Holidays and will have full use of the clubhouse and its facilities at all Permitted Times.
- 8.3 Joint Membership - There will be two sub categories of joint membership giving partners who live at the same address rights equivalent to:
 - a) Full membership for both,
 - b) Five-day membership for both.
- 8.4 Country Membership – Country Membership is available, subject to the discretion of the Committee, to current members who no longer reside within 50 miles of the course but wish to maintain their membership and links with the Club. The playing and access rights of Country Membership are the same as those of a Full Member, except that entry to the Club's Major Competitions is not permitted. A Country Member may transfer to Full Membership at any time on payment of the relevant pro rata fee.
- 8.5 Intermediate Membership - Intermediate Membership is available to those aged between 18 and 25 on the 1st October of any year. The playing and access rights are the same as Full Member.
- 8.6 Junior Membership - Junior membership will be available for those aged 7 to 17 on the 1st October of any year. The playing rights of any junior Member will be determined by the relevant byelaw.
- 8.7 Life Membership - The granting of life membership will be at the sole discretion of the Presidents. A Life member shall have the same rights as full Member.
- 8.8 Corporate Membership - A corporate Member has the same rights as a full Member. Additionally a corporate Member will be entitled to entertain up to three playing guests (whom they must accompany) free of charge at any Permitted Time subject to Rule 11.1 a) to e) and Corporate day guests subject to Rule 11.2.

- 8.9 Social Membership - A social Member will have full use of the clubhouse facilities at all Permitted Times.

9 Election of Members

- 9.1 Every application for membership of the Club shall be proposed by one and seconded by another Member.
- 9.1.1 Every application shall be made in writing to the Club Secretary and signed by the applicant and the proposer and seconder where applicable. Each applicant must pay the appropriate joining fee and the proportion of annual subscription due at the time of their application with their application. The Club Secretary may also require a satisfactory reference from a previous golf club to be provided by an applicant.
- 9.1.2 Applications for membership shall be displayed on the main notice board in the clubhouse for a period of 14 days to allow for representations from existing Members. The Committee will determine the suitability of each applicant (taking into account any representations from Members). Suitable candidates will be called for interview with a sub-committee comprising the Club Secretary and at least one Member of the Committee at a time to be arranged by the Club Secretary. The Committee shall give to the sub-committee delegated powers to admit applicants to membership following the interview. In the event of an applicant being determined as unsuitable for membership at interview, the application shall be referred back to the Committee for final determination.
- On referral in such cases, the Committee shall determine whether to accept or reject the application and the decision shall be final.
- 9.2 The Club Secretary will inform the applicant whether or not the application has been successful. In the event of an unsuccessful application all fees paid will be reimbursed to the applicant.
- 9.3 When a selected candidate has been informed by the Club Secretary of their acceptance and admission to membership he/she shall become a Member and entitled to all the privileges of membership and will be deemed to have agreed to be bound by the Constitution, Rules and byelaws.

10 Annual Subscriptions

- 10.1 Annual subscriptions (plus VAT at the appropriate rate and any Union fees) will be payable to the Club in respect of each playing year of the Club by all Members, except life Members. Notice will normally be sent to those liable to pay the annual subscription at least 28 days in advance of the due date. The subscription year will commence on 1st October ("the due date"). Members joining the Club during a playing year will pay a pro-rata amount of the annual subscription equal to the number of full months (including the month of selection) remaining in the subscription year. The Committee will fix the level of annual subscriptions. Annual subscriptions will be due for payment in advance on the first day of each subscription year. In the event that a Member leaves or resigns or is expelled during the course of the subscription year the subscription that the Member has paid for the year will not be refundable.
- 10.2 A Member paying joining fees and/or annual subscriptions under credit arrangements with a third party is liable to reimburse the Club in respect of any refunds required to be paid to the third party by the Club arising from that Member defaulting on, or terminating their agreed payments to the third party prior to the end of the subscription year.
- 10.3 If the annual subscription has not been paid within 28 days following the due date then membership will lapse.
- 10.4 Members who have not paid their annual subscription by the due date will not be allowed to play golf or use the clubhouse facilities.
- 10.5 Discounts may be offered to Members to compensate them for incidental expenses and the time spent on exercising their duties as a Member of the Committee. The level of discount will be set by the Committee and reviewed annually but must be authorised by the Presidents.

11 Members Guests

- 11.1 Full Members, five-day Members, joint Members, student Members, junior Members and life Members will be welcome to bring guests to the Club subject to the provision of these Rules, and the following restrictions:
- a) All guests must be signed in and become temporary Members for the day, as follows:
 - Guests who wish to play golf must be signed in at the pro-shop and must pay the green fee set by the Committee.
 - Social guests must be signed in using the book provided at the clubhouse.
 - b) Each Member shall be permitted to bring a maximum of three guests on any one day.
 - c) Former Members who have been expelled or suspended shall not be admitted as guests.
 - d) No one person may be a guest on more than six occasions in any playing year, with the exception of evening social functions, where no limit applies.
 - e) Junior Members are only entitled to bring junior guests to the Club.
 - f) Members introducing guests shall accompany their guests and be responsible for ensuring that the guests abide by these Rules, the etiquette of golf (where playing), all byelaws and conduct themselves in a proper manner during their visit to the Club.
- 11.2 Members will be entitled to hold Member's golf days, inviting a maximum of 59 guests (or as otherwise agreed by the Committee), on payment of the appropriate fees, subject to availability. Member's golf days will be restricted to Monday to Thursday.

12 Playing Rights

- 12.1 Play is only permitted with a reserved tee time, obtainable through the professional. Members must report to the professional before going onto the course.
- 12.2 Cancellation of tee time
- Members may cancel a tee time up to one day before play is due. Members not turning up or being late for their reserved tee time may on the first occasion receive an official warning and on subsequent occasions forfeit their right to pre book further tee times and enter any club competition for a period of up to four weeks from the last tee time booked which was missed as determined by the Committee.
- 12.3 Competition Play
- To ensure equal rights prevail, each adult Member's section, (ladies, seniors and gentlemen) will have allocated a competition day by the Committee, taking into account the number of Members in each section, their availability to play and the EGU and LGU rules. This day or part of a day will be exclusive to that section with tee times stated on a competition sheet as provided. No social play will be allowed during the period that any adult competition is in progress, unless previously sanctioned by the committee. Outside these tee times only social play will be allowed except for matches in doubles and singles knockout competitions or Ladies Alternate day.
- 12.4 Ladies may play an "Alternative Day Competition" by arrangement between the Ladies Handicap and Competitions Committee and the Committee.
- 12.5 A competitor entered into a competition must not act as a marker for a player entered into a different competition.
- 12.6 The Committee must sanction all other competitions outside these allocated days.

13 Committees

- 13.1 A Committee consisting of Members elected to the following positions according to Rules 14 and 15 shall govern and control the day-to day affairs of the Club according to the Constitution and Rules through a series of meetings held at regular intervals as circumstances dictate:
- a) Committee Chair

- b) Club Captain
- c) Lady Captain
- d) House Committee Chair
- e) Greens Committee Chair
- f) Gentlemen's Handicap and Competitions Chair
- g) Ladies' Handicap and Competitions Chair
- h) Seniors' Committee Chair
- i) Social Committee Chair
- j) Marketing and Member's Recruitment Chair

Notes:

- i) The Presidents shall receive promptly all minutes recording the decisions of the Committee and its sub committees and have the right of veto on any decisions made by the Committee and its sub committees.
 - ii) The Presidents shall have absolute responsibility and authority for all treasury functions of the Club and determination of the strategy of the Club.
 - iii) The Committee Chair shall chair all Committee Meetings. In the event of the Club Chair being indisposed, the Club Captain or Lady Captain shall chair the Committee Meetings.
The Committee Chair shall be entitled to vote on resolutions, and shall have the casting vote in the case of equality of votes.
 - iv) The Committee Chair may, at his/her discretion, form a Disciplinary, Complaints and Disputes Committee in accordance with Rules 21 and 22. The Disciplinary, Complaints and Disputes Committee shall comprise at least two members of the Committee and may comprise the Club Secretary. For the avoidance of doubt it shall not comprise the Committee Chair. The Committee Chair and the Presidents will hear any appeal against decisions made by the Disciplinary, Complaints and Disputes Committee.
 - v) The Club Vice-Captains shall be invited to attend the last three meetings before the AGM, but shall not be entitled to vote.
- 13.2 The roles and responsibilities of the Members of the Committee shall be as laid down in the Register of Duties of Club Officials and Members of the Committee. This is to be held by the Club Secretary and shall be available for inspection by any Member.
- 13.3 The Members of the Committee shall have the authority to form one or more sub-committees from Members elected according to Rule 14 and may delegate to any such sub-committee such of their powers, as it may consider necessary or desirable.
- 13.4 For the avoidance of doubt the Committee shall be entitled to overturn any resolution passed by a sub-committee.

14 Election of Members of the Committee

- 14.1 The Committee of the Club shall be elected in the following manner:

Each year at the Annual General Meeting ("AGM"), Members of the Committee shall stand down at the end of their elected term but shall be eligible for re-election to the vacancies thus created which shall be filled as follows:

- a) Not later than 21st February each year a notice will be displayed in the clubhouse inviting nominations for the vacancies which will arise at the AGM in that year and such notices will be displayed for not less than 14 days. The nominations will be for specific positions with roles and responsibilities as laid down in the Register of Duties of Club Officials and Members of the Committee. In the case of the Committee Chair any nomination must also have the approval of the Presidents.
- b) If at the end of that period there are multiple nominations for any of the vacancies, election by ballot shall be conducted under the supervision of the Committee.

- c) The nominations receiving the greatest number of votes shall be elected and in case of equality of votes, the Captain, or in his absence, the Lady Captain shall decide by lot which of the candidates so receiving an equal number of votes should be elected.
- d) The names of the Members elected shall be declared at the AGM and each shall serve a term of three years.
- e) Casual vacancies shall be filled at the AGM next after their occurrence in a manner as annual vacancies are filled and Members so elected shall hold office for the remainder of the term of office of those in whose places they have been elected.
- f) The Committee shall consist of full Members and a maximum of two five-day Members.
- g) Full, five-day and corporate Members shall be entitled to vote in the election of the Members of the Committee.

14.2 Co-opting

Where a vacancy arises on the Committee, prior to an AGM, or if vacancies exist after voting takes place at the AGM, the Committee shall have the power, subject to the agreement of the Presidents, to co-opt Members into these positions until the next AGM, when any co-opted Members shall step down but may be proposed and seconded by Members for re-election. Appointment to sub-committees shall be by co-option of Members at the discretion of the relevant Committee Chair.

- 14.3 Every sub-committee shall keep minutes of its proceedings, copies of which shall be sent promptly to the Club Secretary for circulation to Members of the Committee and the Presidents.

15 Captains and Vice-Captains

15.1 Election of Vice-Captains

Vice-Captains will be selected by a Steering Committee (composed according to the appropriate byelaw). The selected Vice Captains will be notified to the Members at the AGM. The Vice-Captains so selected will take office at that AGM and will assume the role of Captain at the subsequent AGM when the Captain of the Club shall retire.

- 15.2 A Captain or Lady Captain who ceases to be a Member during his, or her, term of office shall thereupon cease to hold such office.
- 15.3 In the event of the office of either Captain or Lady Captain becoming vacant for any reason before the date of the next AGM the appropriate Vice-Captain shall take on the office of Captain immediately and shall continue to hold office until he/she retires at the AGM at the end of the year when he/she should have assumed office.

16 The Club Secretary

The Club Secretary will attend Committee meetings, or be represented in order to maintain a record of minutes of all proceedings, and appropriate records relating to the Club, and to offer advice should it be needed.

17 Committee Functions

- 17.1 In addition to the powers specifically conferred on the Committee by these Rules and the roles and responsibilities of the Members of the Committee (according to Rule 13.2) the Committee shall have such additional responsibilities as the Presidents may from time to time delegate to them.
- 17.2 The Gentlemen and Ladies Handicap and Competitions Chairs will ensure that there will be at least ten handicap qualifying competitions each year.
- 17.3 The Committee shall be entitled to make, revoke or amend byelaws, as it may consider necessary concerning day-to-day activities of the Club, subject to the written agreement of the Presidents. These byelaws will cover matters such as:
- a) Play on the golf course
 - b) Dress code

- c) The operation of the clubhouse
- d) The setting aside of any part of the Club premises for particular purposes
- e) The availability of any facilities to Members and others

Any amendments to such byelaws shall be posted on the Club notice board and shall have immediate effect once approved by the Committee and the Presidents.

18 Meetings

18.1 Annual General Meeting

The AGM of the Club shall be held each year. The Committee shall determine the date, time and venue of the AGM. Full, five-day and corporate Members shall (unless their rights to vote or attend the meeting are suspended in accordance with Rule 22) be entitled to attend and vote at the AGM. The Committee Chair shall chair the AGM. All elections of Members of the Committees and Vice Captains shall be notified at the AGM and shall be effective from the AGM.

18.2 Extraordinary General Meeting

The Club Secretary shall, on receiving a request in writing approved by the Presidents and signed by at least five Members of the Committee, or by 25 Members of the Club, stating the nature of the business to be transacted, call an Extraordinary General Meeting ("EGM") of the Club. The Committee Chair shall chair the EGM and the EGM shall be strictly confined to the question at issue.

19 Notice of Meetings

- 19.1 At least 14 days notice of any AGM or EGM specifying the nature of the business to be transacted shall be sent to all Members and the Presidents. Such notices shall be sent to the address in the Register of Club Members and shall also be affixed on the notice board in the clubhouse.
- 19.2 All resolutions to be voted on at AGM should be received by the Club Secretary at least 28 days in advance of the AGM. All resolutions to be voted on must be approved by the Presidents.
- 19.3 The Chairman may, with the consent of the meeting, adjourn the meeting from time to time, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

20 Quorums

No business shall be transacted at any meeting unless a quorum is present at the time when the meeting proceeds to business. Save as herein otherwise provided, five Members personally present shall constitute a quorum for committee meetings and 50 Members for an AGM or EGM. If within one half hour from the time appointed for the meeting to commence a quorum is not present, the meeting if convened on the requisition of the Members shall be dissolved. In the case of an AGM it shall stand adjourned to the same day in the following week at the same time and place. If at the adjourned meeting a quorum is not present within half an hour of the time appointed the Members present shall be a quorum.

21 Complaints and Dispute Resolution

The process for making complaints concerning matters affecting or connected with the Club or its Members and visitors/guests or for obtaining a resolution of a dispute between Members shall be as follows:

- a) All complaints or disputes for resolution should in the first instance be made in writing to the Club Secretary. The Club Secretary shall seek to establish the detailed nature of the complaint or dispute and if the Club Secretary considers that it is based on a misunderstanding or error of fact, the Club Secretary may seek to achieve a resolution of the matter with the relevant parties to the complaint or dispute.
- b) If the Club Secretary is unable to resolve the complaint or dispute then he will report the matter promptly to the Committee Chair and to the Members of the Committee at the next meeting.

If in the view of the Committee Chair, the complaint or dispute can be resolved by the Club Committee in accordance with the Rules and bye laws of the Club and in accordance with the principles of natural justice then the Club Committee will have the authority to resolve the complaint or dispute and take any necessary action, including disciplinary action.

- c) The Committee Chair will have the authority to form a Disciplinary, Complaints and Disputes Committee at his discretion at any time to resolve any complaint or dispute and take any necessary action, including disciplinary action. The Committee Chair will be expected always to exercise this discretionary power in cases where:
 - i) The complaint or dispute requires resolving promptly
 - ii) The nature of the complaint or dispute involves the threat or risk of legal action against the Club. In such cases, the Committee Chair is expected to engage the Club's legal advisor to advise the Disciplinary, Complaints and Disputes Committee
 - iii) The Members of the Committee are involved in the complaint or dispute or are perceived to have conflicts of interest that should preclude their adjudication of the matter
 - iv) The complaint or dispute concerns the behaviour or actions of the Club Committee or any of its appointed sub committees
 - iv) There is a risk that parties to the complaint or dispute might perceive that natural justice would not be served by the complaint or dispute being determined by the Club Committee

The decision made in resolution of the complaint shall be communicated to the complainant or parties to the dispute in writing.

22 Suspension of Membership or Expulsion

- 22.1 The Club shall exercise the disciplinary powers delegated to it under the English Golf Union Constitution. Any Member, who is in material breach of these Rules or any byelaws of the Club as amended from time to time, shall be liable to have their right to use the course and the clubhouse and any other rights suspended by the Club. This suspension will be for such period as the Committee (or the Disciplinary, Complaints and Disputes Committee where appointed) may decide. Any person whose rights are so suspended shall remain liable for all annual subscriptions payable in accordance with Rule 10 but shall not be entitled to vote at any meetings held during their suspension. Any person whose rights are so suspended may request the Committee (or the Disciplinary, Complaints and Disputes Committee where appointed) to give a written explanation of its reason for doing so.
- 22.2 The Committee (or the Disciplinary, Complaints and Disputes Committee where appointed) may suspend or expel from the Club any Member whose conduct in the opinion of this Committee (or the Disciplinary, Complaints and Disputes Committee where appointed) is injurious to the character or interests of the Club or renders the Member unfit to associate with other Members of the Club. The Committee (or the Disciplinary, Complaints and Disputes Committee where appointed) shall give a written explanation of its reasons for expelling a Member. If the Committee (or the Disciplinary, Complaints and Disputes Committee where appointed) so requires and deems necessary to hold an interview to determine further facts, it will request in writing the Member to attend an interview. A Member shall attend such an interview if so requested.
- 22.3 A Member expelled shall forfeit all rights and privileges of membership of the Club and shall have no rights against the Club arising from such expulsion and neither its Presidents, employees or agents nor the Committee nor any Member thereof shall have any liability to the expelled Member in respect of such expulsion.

23 Appeals

Where a Member wishes to appeal the decision of the Committee (or the Disciplinary, Complaints and Disputes Committee where appointed) in relation to a disciplinary matter, dispute or conflict) then such an appeal will be heard by the Committee Chair and the Presidents at the earliest opportunity. The appeal may only be made by the party directly affected by the decision of the Committee (or the Disciplinary, Complaints and Disputes Committee where appointed). The basis of the appeal must be provided in writing to the Club Secretary within 14 days of the decision being communicated to the

appellant by the Committee (or the Disciplinary, Complains and Disputes Committee where appointed) The decision made in relation to the appeal will be communicated to the appellant in writing.

24 Opening Hours

- 24.1 The Club Secretary (in the case of the clubhouse) or Course Manager (in the case of the course) may in their sole discretion close the clubhouse or course or any part of it for any period for the purposes of redecoration, refurbishment or health and safety (in the case of the clubhouse) or construction, maintenance, health and safety, adverse weather conditions, risks of damage or for any other purpose which is deemed to be necessary or desirable (in the case of the course).
- 24.2 No Member shall be entitled to a refund of annual subscriptions payable or any other compensation in the event of any occasional restriction on the availability of the facilities of the Club or the occasional closure of the course or the clubhouse.
- 24.3 The opening hours will be displayed on the clubhouse notice board.

25 Register of Club Members

Every Member shall notify the Club Secretary of (i) his/her address or that of an agent in the United Kingdom if such a person is not resident in the United Kingdom, to which notices of meeting and demands for annual subscriptions may be sent (ii) and any changes of such address. Such address shall be inserted in the Register of Club Members to be maintained by the Club Secretary. Any notices sent by post to such address in the Register of Club Members for the time being shall be deemed to have been delivered to such Member at the time when the notice would have delivered in the ordinary course of post.

26 Sale of Alcohol

The sale of alcohol will be limited to the appropriate licensing hours as enforced by the local licensing authorities and determined by the Committee.

27 Dissolution of the Club

The Presidents may dissolve the Club at any time. In this event items purchased by individual Members or groups of Members and donated or loaned to the Club will remain the property of those Members.

28 Representations to the Presidents

Any Member who wishes to make representations, requests or complaints to the Presidents in their proprietary capacity, must do so in writing to the Club Secretary in the first instance, who will forward them onto the Presidents.

29 Alterations to the Constitution and Rules

The Constitution and Rules may be revoked or amended by the Presidents following 28 days notice to the Members.



*Vale Royal Abbey Golf Club
Whitegate, Northwich,
Cheshire, CW8 2BA*

*Telephone: 01606 301 291
Facsimile: 01606 301 414*

www.vra.co.uk