

## **Constitution of Kinsale Golf Club**

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## **A. TITLE**

1.1 The name of the Club will be Kinsale Golf Club (The Club). The Club will consist of three sections which are the Club, the Ladies Club and the Men's Club. Kinsale Golf Club will be the common name by which the Club, the Ladies' Club and the Men's Club will be individually and collectively known.

1.2 The Supreme authority of Kinsale Golf Club will be the Club, which will have overall authority for administering the affairs of the Men's Club and the Ladies Club, as provided for in the constitution.

## **B. The Club.**

### **B.2 Objectives**

2.1 The club will be affiliated to Golfing Union of Ireland and to the Irish Ladies' Golf Union, to accept and abide by the Constitution and Bye Laws of such Union and the Bye-laws of the Branch and District in which the Club is situated.

2.2 Accept and apply the Standard Scratch Score and Handicapping Scheme as prescribed by the Council of National Golf Unions and such rules there under as may require to be implemented from time to time by the Golfing Union of Ireland and Irish Ladies Golf Union.

2.3 Accept and recognize the Royal and Ancient golf Club of St. Andrews as the sole Authority for prescribing and implementing the Rules of Golf and the Rules of Amateur Status.

2.4 Provide facilities for the playing and promotion of amateur games of golf by men, women, juveniles and juniors and generally to promote amateur games among its members.

2.5 The Club will at all times encourage and promote juniors and juveniles in playing the game of golf.

2.6 Generally to act in the promotion and advancement of the affairs of the Club and the improvement of the facilities available to members.

### **B.3 Trustees and Ownership**

3.1 The Ownership of the Club property will be vested in the Trustees for the time being of the Club on behalf of the Ordinary and Honorary members of the Club. The Ordinary and Honorary Members only will have control of the affairs of the Club.

3.2 The Trustees will be not less than three and not more than five Individual members of the Club. Such Trustees will be appointed by the members at a General meeting of the Club.

3.3 Each Trustee will hold office until resignation, cessation of Club membership or removal from office by resolution of the members at a General Meeting of the Club.

3.4 The Trustees will act as directed by resolution of the Management Committee and will be indemnified by the members against all liability and expense incurred by them by reason of their position as Trustees in so far as the assets of the Club may be deficient. A general meeting will be held to remove any of the Trustees and all vacancies occurring by removal, resignation or death, will be filled at the same or any subsequent general meeting. The Trustees will have power to insert money and adopt such measures as may appear to them necessary in the interests of the Club subject to the approval of the Management Committee.

3.5 If not otherwise represented the Trustees will have the right to nominate one of their number as non-voting member to the Management Committee. Such appointee will be a member of the Management Committee in addition to the members set out in Clause 5.1 thereof.

#### **B.4 Income, Property and Winding Up**

4.1 The income and property of the body will be applied solely towards the promotion of its main object as set forth in this Constitution. No portion of the body's income and property will be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the body. No Officer will be appointed to any office of the body paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the body.

However, nothing will prevent any payment in good faith by the body of:

- a) Reasonable and proper remuneration to any member of the body (not being an Officer) for any services rendered to the body;
- b) Interest at a rate not exceeding 5% per annum on money lent by Officers or other members of the body to the body;
- c) Reasonable and proper rent for premises demised and let by any member of the body (including any Officer) to the body;
- d) Reasonable and proper out-of-pocket expenses incurred by any Officer in connection with their attendance to any matter effecting the body;
- e) Fees, remuneration or other benefit in money or money's worth to any Company of which an Officer may be a member holding not more than one hundredth part of the issued capital of such Company.

4.2 If upon the winding up or dissolution of the body there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, it will not be paid to or distributed among the members of the body. Instead, such property will be given or transferred to some other charitable institution or institutions having main objects similar to the main objects of the body. The institutions or institution to

which the property is to be given or transferred will prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the body under or by virtue of Clause 4.1 hereof. Members of the body will select the relevant institution or institutions at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then the property will be given or transferred to some charitable object.

4.3 Annual audited accounts will be kept and made available to the Revenue Commissioners on request.

4.4 No additions, alterations or amendments to clauses 4.1 to 4.3 will be made unless the Revenue Commissioners have previously approved the same in writing.

### **B.5 Management Committee**

5.1 The business and affairs of the Club will be under the jurisdiction and control of a General Committee (herein referred to as "The Management Committee") consisting of an elected Chairman, elected Club Secretary, elected Treasurer two other elected members, all of whom will be elected for a three year period at an Annual General Meeting of the Club. The President, the Captain of the Men's Club and the Captain of the Ladies' Club will be members of the Committee for such time as they hold such positions.

5.2 In the event of the Captain of the Ladies' Club not being an ordinary member of the club, she will be entitled to attend and vote ( in her capacity as a Member of the Management Committee) at the AGM of the Club held in that year.

5.3 The members of the Management Committee (other than the President, the Captain of the Men's Club and the Captain of the Ladies' Club) will be eligible for re-election for a further three year period.

5.4 To be eligible to serve as an Officer or as a Member of the Management Committee, a person must be a Member of the Club for at least 2 years. No Member may serve as a Member of the Management Committee for more than six years without first having ceased to be a member of the Management Committee for at least a year. This rule will not apply to the terms of Office of the Captain of the Men's Club and the Captain of the Ladies Club.

5.5 The Chairman may be nominated for election by the outgoing Chairman and another member of the Management committee.

5.6 The members have the right to nominate a member for the office of Chairman of the Management Committee. Such nomination will be made in accordance with the provisions of clause 10.6 hereunder.

5.7 The nomination must receive approval by a simple majority of members at an Annual General Meeting. In the event of there being more than one candidate for the

position of Chairman then the members will vote by secret ballot for their choice. The person with the most votes will be deemed elected.

5.8 In the event of no Chairman being elected then the Management Committee will appoint a member to fill the role of Acting Chairman. This position will continue only up until the next Annual or Extraordinary General Meeting.

5.9 In the event that the Chairman is unable or unwilling to continue to act in the capacity of Chairman then the remaining members of the Management Committee will nominate a Member to fill the role of Acting Chairman. This position will continue only up until the next Annual General Meeting.

5.10 The President of the Club will be nominated at the Annual General Meeting of the Club by the outgoing President and immediate Past President respectively, subject to the prior approval of the Management Committee and also subject to the approval of the members present. Commencing in the year 2010 and every fourth year thereafter, the President of the Club will be a Full Lady member. In the intervening years, the President of the Club will be a Full Male member. In the event that either the outgoing President or the immediate past President or both are unable, or unwilling to act in their function in nominating the new President, that function will be assumed by the Management Committee. The incoming President will hold office until the next Annual General Meeting. The President will remain in office for one year and will have the right to attend and vote at meetings of the Management Committee. He/she will chair all General meetings of the Club and he/she will represent the Club at all Official Functions.

5.11 No member may run for election for more than one position on the Management Committee in any year.

5.12 The President, The Captain of the Men's Club, the Captain of the Ladies Club, the members of the of the Management Committee, the Competition Secretary of the Men's Club and the Competition Secretary of the Ladies Club will be free of individual annual subscriptions during their respective terms of office. The President, the Captain of the Men's Club and the Captain of the Ladies Club will each be paid an honorarium at the commencement of their term in office to cover their expenses and to defray the cost of their respective prizes. The amount of the honorarium will be set by the Management Committee.

## **B.6 Administration and Finance**

6.1 The Management Committee will meet monthly where practicable, and at any other time at the discretion of the Chairman. They will also meet at any time upon a requisition to the Chairman, in writing, signed by any three members of the Committee, for the transaction of business of the Club. Three days notice of such meeting will be given. The quorum for any meeting of the Management Committee will be five. A record of members attendance will be kept and read at the Annual General Meeting.

6.2 The Chairman, with the approval of the Management Committee will be responsible for the day to day affairs of the Club except such duties which are specifically assigned to another officer or committee member of the Club.

6.3 Any Committee member who has not attended three consecutive meetings will, at the discretion of the Management Committee, be removed from the Management Committee and the Committee may co-opt a Member to fill the vacancy.

6.4 The Management Committee will have the following responsibilities:

- The control and maintenance of the Golf Course, Property, Clubhouse and Land.
- The control and management of the Club's finance
- Ensure the Club complies with all statutory requirements.
- All Club employee matters and contract for services
- The Management Committee, in consultation with the Men's and Ladies Committee, will prescribe the days and times when the members of the Men's Club or the Ladies Club will have the use of the Course for competition or when the Course is reserved for team matches or Union Branch or District events.
- The Management Committee will decide on the facilities to be afforded to Societies and Visitors.
- The Management Committee will establish a Juvenile Golf Committee whose aim will be the development and promotion of Juvenile Golf in a safe, positive and encouraging manner.
- The Management Committee will have the authority to appoint Sub Committees, as necessary, for the effective management of the Club.

6.5 The Management Committee will have the sole power to borrow for the purpose of the Club by way of overdraft, term loan, loan account or otherwise from the Club's bankers with interest in the category of the accommodation granted, such amount of money either at one time or from time to time as it may deem proper and to give security for such borrowing and the interest thereon by the issue of Bills of Exchange, Promissory Notes, or other obligations or securities of the Club or by mortgage or charge upon all or any part of the property of the Club and thereupon, the Trustees will at the direction of the Management Committee make all such dispositions of the property of the Club or any part thereof and enter into such agreements in relation thereto as the Management Committee may deem proper for giving such security.

6.6 Proper Accounts and Books will be kept by the Treasurer showing the financial affairs, receipts and disbursements of the Club.

6.7 The Management Committee will not incur Capital Expenditure more than 5% of the previous years subscriptions, and entrance fees total, unless approved in the Proposed Capital Budget at a General Meeting of the Club.

6.8 The funds of the Club will alone be answerable for any proper debts or charges against it and no Member of the Management Committee, as between the member and

the Club, will be personally liable in respect of any order or contract given or entered into by the Club, or by any member of the Management Committee, acting bone fide and within the scope of his or her authority on behalf of the Club, or the Management Committee although he or she may have been a party to the order or contract.

6.9 The Bank Account will be kept in the name of the Club (and will be clearly identified as such) and in such Bank as the Management Committee may, from time to time determine. All cheques must be signed by two members of the Management Committee.

6.10 The Management Committee will have the sole right to Open and close Bank Accounts for the Club, the Ladies Club and the Men's Club.

6.11 The Treasurer of the Ladies Club and the Treasurer of the Men's Club will submit Year End Financial Statements to the Management Committee within six weeks of the respective period end.

6.12 The Financial Year of the Club will start on the 1st of October and end on the 30th of September

6.13 The Treasurer will on behalf of the Management Committee submit a report to the Members at the AGM via the Annual Report and Accounts of all of the activities which the Management Committee has responsibility. He/she will also submit a projected income and expenditure budget for the following year and a report of the actual income and expenditure.

6.14 The Management Committee will submit for the approval of the members at a General Meeting of the Club any proposed material design or alterations to the Club's Golf Course.

6.15 All written complaints concerning matters under the jurisdiction and control of the Management Committee will be referred primarily to the Secretary who will place the complaint before the Management Committee.

6.16 In the event of dispute(s) as to the interpretation of any of the Policies and Rules or of the Local Rules of the Club, the matter(s) in dispute will be referred to the Management Committee whose decision thereon will be accepted as absolutely final and binding on the parties to such disputes.

## **B.7 Club Rules and Policies**

7.1 The Management Committee is empowered to make and from time to time alter such policies and rules for the Management of the Club and the use of the Club premises and Course, as it may consider necessary. These will be posted on the Club Website. Members will have the right to set aside or amend the Rules and Policies by

a simple majority vote at an Annual General Meeting, without recourse to the submission of a notice of motion therefor.

7.2 Every Member of every category and every visitor or other person using the Clubhouse or Course will be subject to, and must comply with the Policies and Rules of the Club in force.

## **B.8 Membership**

8.1 The membership of the Club will consist of Male & Female members, who are Ordinary members, Life members, Senior members, Special members, Honorary members, Juvenile members, Junior Members, Intermediate Members, Family members, Pavilion members, and Temporary members.

8.2 The Management Committee will decide the number (if any) and category of Member to be admitted to the Club in any particular year. The analysis of numbers for the various category of membership is to be incorporated in the Report to be submitted to members at Annual General Meeting.

8.3 In consultation with the Men's and Ladies club, The election of members to the Club will be in the responsibility of the Management Committee.

8.4 Candidates for membership will be duly proposed and seconded by two members of the Club. The names and addresses of the candidates so proposed will be displayed on the notice board in the club premises for at least one week prior to their election.

8.5. The following will be the Categories of Members which may be elected to the Club:

- a) Ordinary Members will comprise of Men and Women who, having paid the Entrance Fee and Annual Subscription applicable to this category, will be entitled to attend and vote at Annual General and all Special General Meetings of the Club and of the respective Men's or Ladies Club. Only a Member in this category will have an interest in the Club property, which interest will cease on such Member leaving this category unless the Member has been elected an Honorary Member of the Club.
- b) Special Members will comprise of Men and Women who, have paid the Entrance Fee, Annual Subscription, applicable to this category, will be entitled to attend and vote at Annual General and Special General Meetings of the respective Men's and Ladies Club. They will enjoy the same rights and privileges as Ordinary Members subject to the following restrictions:
  1. Access to the course may be restricted at the discretion of the Management Committee.
  2. They will have no interest in the Club property nor will they be entitled to attend and vote at a General Meeting of the Club.



- c) The Special Members category will include Country Members and Lady Associates.
- d) No new lady associates may be elected to the Club.
- e) Entry to the Country Members category will be confined to those who have been Ordinary Members of the Club for a minimum period of two years, and who having taken up residence outside Cork County require to continue their membership.
- f) Full Family Membership will consist of a Husband and Wife, both of whom will be ordinary Members and children who are Juvenile Members or Junior Members. No new members of this category will be elected to the Club.
- g) Associate Family Membership will consist of a Husband and Wife one of who will be an Ordinary Member and one of who will be a Special Member and children who are Juvenile Members or Junior Members. No new members of this category will be elected to the Club.
- h) Juvenile Membership will be confined to those males and females who are under eighteen years of age on December 1st. Sons, daughters and grandchildren of existing members will be given preferential consideration for membership of this category. Access to the Golf Course may be restricted at the discretion of the Management Committee. They will have no interest in the Club property nor will they be entitled to attend and vote at a General Meeting of the Club, Men's Club or Ladies Club.
- i) Junior Membership will be confined to those who are under twenty three years of age on December 1<sup>st</sup>. Junior Membership will cease on attainment of the age of 23 years. Junior members will enjoy the same rights of access to the Club's facilities as Ordinary Members, subject that they will have no interest in the Club property, nor will they be entitled to attend and vote at a General Meeting of the Club.
- j) Intermediate Membership will be confined to those who have attained 23 years of age after December 1<sup>st</sup> and are under 30 years of age on the 30th November. Intermediate Members will enjoy the same rights of access to the Club's facilities as Ordinary Members, subject that they will have no interest in the Club property, nor will they are entitled to attend and vote at a General Meeting of the Club.
- k) Honorary Members. Any Member, who in the opinion of the Management Committee has rendered exceptional service to the Club or to the game of golf, or whose distinguished position, or public service would render their membership of special advantage to the Club, may be elected an Honorary Member of the Club. Honorary Members who prior to their election were

Ordinary Members will have the same rights and privileges as Ordinary Members. All other Honorary Members will have the same rights and privileges as Ordinary Members save that they will have no interest in the Club Property, nor will they be entitled to attend and vote at a General Meeting of the Club.

- l) Pavilion Members will comprise of persons who wish to enjoy the facilities of the Clubhouse. Such Members will not be entitled to use the Course without the payment of the appropriate Green fee.
- m) Temporary Membership is confined to Ladies and Gentlemen in respect of whom a green fee is paid. The payment of such green fee will entitle a visitor to the Temporary Membership of the Club for the day.

8.6 Competitors in Club Open Competitions limited to one day will on payment of the appropriate entrance fee and on such fee being accepted by the Committee be eligible for temporary membership status on the day of the competition.

8.7 Competitors in Club Open Competitions held on the course and extending for more than one day will on payment of the entrance fee for the competition and on such fee being accepted by the Committee in charge of the competition be eligible to use the course will be eligible for temporary membership for a period not exceeding one day prior to the date fixed for such competition and for every day during which such competition is held. Use of the course by the Temporary Membership in such circumstances will be limited to such use as is required for the purpose of the competition and to such practice round if any as may be authorized for the competition.

8.8 Life Membership. Members of any particular category who having availed of an offer of life membership and paid the appropriate subscription therefor, will be a life member of that particular category with all the rights and privileges attaching to such category, but without the requirement to pay any further annual subscription. No new life membership will be created save with the approval of the members at General Meeting.

8.9 The Management will have discretion to grant suspension of members on receipt of a written application from a member citing exceptional circumstances. A Member may resign from the Club by notifying the Honorary Secretary in writing or by email. Members resigning during the year will be liable for the full subscription for that year.

## **B.9 Subscriptions and Entrance Fees**

9.1 The annual subscription payable in advance will be determined by the Management Committee and approved at the Annual General Meeting of the Club.

9.2 Subscriptions, Poll tax and levies (if any) are due on 1st of December of each year.

9.3 A member whose subscription remains unpaid by the 31<sup>st</sup>. January following the commencement of the Clubs year or who has not entered into an instalment payment arrangement will be ineligible to play in any competition on the course until such time as the subscription is paid. It will be at the discretion of the Committee to withdraw (a) the right to play or practice in the Course and/or (b) the use of the Clubhouse from any such defaulting member.

9.4 A member whose subscription remains unpaid by the 7th of February following the commencement of the Club year or who has not entered into an instalment payment arrangement will cease to be a member of the Club as from that date.

9.5 The Management Committee will have the power, when and as they think fit, to impose an Entrance Fee and to fix the amount of same.

9.6 A levy may only be imposed on the members of the Club if approved by the Club at General Meeting.

9.7 In the event of such levy being imposed any member whose levy remains unpaid three calendar months after the holding of the general meeting of the Club at which the imposition of such Levy is approved will be ineligible to play in any competition on the course until such time as the levy is paid. It will be at the discretion of the Management Committee to withdraw (a) the right to play or practice on the course and/or (b) the use of the Club House from any such defaulting members.

9.8 Any Ordinary or Special Member will be entitled to have his or her Annual Subscription frozen provided that he or she is aged sixty five years, or over on the 1st of December and he or she has ten or more consecutive years of Membership.

Any member on reaching the age of 75 and having qualified to have had their Annual Subscription frozen as per this section, will not be required to pay an annual subscription from that year forward. The member will retain all rights and privileges as previously entitled to them under their category of membership.

## **B.10 General Meetings**

10.1 The Club year will run from the 1st of December to the 30th of November

10.2 The Annual general Meeting will be held within two months of the end of the financial year, and at such place and time as the Committee may see fit to appoint. Twenty-five Members will form a quorum at any General Meeting.

10.3 The date in respect of an Annual General Meeting of the Club will be given by way of notice placed on the Main Notice Board of the Club by the 8<sup>th</sup> of October and members may also be advised by email and web site where possible, or by post when requested.

10.4 The notice will outline the date and time of such meeting and will advise members on requirements and time scales for submitting notices of motion and amendments to notices of motion.

10.5 Where elections to committees are to be held the notice will outline any vacancies to be filled and the nomination process.

10.6 Notices of motions and nominations of Officers and Members of the Management Committee must be made in writing to the Secretary at least twenty-one days before the date of such meeting. Motions will be displayed on the Club Notice Board 14 days before such meeting.

10.7 Members may make an amendment to a proposed motion provided that such amendment is received in writing by the Secretary at least 7 days before the date of the General Meeting. Any such amendments must be displayed by the Secretary on the Club Notice Board in advance of the general meeting.

10.8 The chairman may accept an amendment to a motion from a member at a General Meeting provided that 2/3rds of attending members are agreeable to the amendment being put to the floor for consideration. The amendment must receive both a proposer and seconder before it can be put to the floor.

10.9 The main business to be carried out at the Annual General Meeting will consist of:

- Consideration of the Financial Accounts and the adoption of the Budget.
- The appointment of Auditors.
- Setting the Annual Subscription, Levies and poll tax as proposed by the Management Committee.
- Notices of motion as proposed by the Management Committee or Members.
- Filling by way of election the position of President and vacancies on the Management Committee.

10.10 A Special or Extraordinary General Meeting of the Club may be called either by a resolution of the Management Committee or upon a requisition in writing signed by at least twenty Ordinary or Honorary Members of the Club, addressed to the Secretary, and stating the object of the proposed meeting. Upon receipt of such requisition the Management Committee will forthwith proceed to convene a General Meeting.

10.11 If the Management Committee do not proceed to convene the same within twenty one days from the date of the requisition having been delivered to the Secretary, the Requisitioners or any other twenty Ordinary or Honorary Members may convene a General Meeting, but such meeting may not discuss any business, or vote on any question, other than that specified in the requisition to the Management Committee.

10.12 Seven days notice specifying the place, date, hour, and object of the Meeting will be given to the Members by way of notice on the Club Notice Board and by email and or website.

10.13 At any General Meeting, unless a poll is demanded by at least five Members, a declaration by the Chairman that a resolution or an amendment has been carried, and an entry to that effect in the Minutes Book will be sufficient evidence of the fact.

### **B.11 Disciplinary Procedures**

11.1 The Management Committee will have the authority to investigate the conduct of Members and any complaints made in writing by or against Members. This may also include matters referred to it by the Men's or Ladies Committees.

11.2 A Member will be given full opportunity to address the complaint, or explain his or her conduct, as the case may be, in writing, or to appear before the Committee to do so. Following any such investigation, the Management Committee will have the power to impose such penalty, up to and including suspension or expulsion from the Club, as in its absolute discretion it may think fit.

11.3 A Member may appeal a suspension or expulsion or a finding of the Committee within one month of that decision. The appeal will be conducted by a Special Committee consisting of three Members of the Club appointed by the Trustees, none of whom have been involved in the complaint or its investigation, or in a decision of the Management Committee. The procedures for the hearing of the appeal will be decided by the Special Committee and the decision of the Committee in the matter will be final and binding, or as it may think fit.

### **B.12 Visitors**

12.1 A Member may introduce to the privileges of the Club Premises and Course any person upon appropriate Green Fees as determined by the Management Committee and payable in advance.

12.2 The Management Committee will have power to alter or suspend the Rules permitting visitors at any time or times they may deem necessary, and to refuse permission to any particular visitor to use the Course or Club Premises.

12.3 Should the Management Committee refuse admittance to any person as a Member or Visitor. They will not be called upon to state the reason for such refusal.

12.4 The payment of the Green Fee will confer on the Visitor temporary membership the Club for the day.

### **B.13 COMPLIANCE WITH INTOXICATING LIQUOR ACTS (1927 – 2003)**

13.1 No member of the Management Committee, Men's Club Committee or Ladies Club Committee, and no manager or servant employed by the Club will have any personal interest in the sale of Excisable Liquors therein, or in the profits arising from such a sale.

A visitor will not be supplied with excisable liquor on the Club premises unless on the invitation and in the company of a member and that member will upon the admission of such a visitor to the Club premises or immediately on his/her being supplied with such liquor enter his or her own name and the name and address of the visitor in a book which will be kept for that purpose and which will show the date of each visit.

13.2 No excisable liquor will be sold or supplied for consumption outside the premises of the Club except to members of the Club between the hours of 8 o'clock in the morning and 10 o'clock at night.

13.3 No excisable liquor will be sold or supplied in the Club premises to any person under the age of 18 years.

13.4 Subject to the exceptions contained in Clause 13.5 no excisable liquor will be supplied for consumption on the Club premises to any person (other than "a member" of the Club lodging in the Club premises) or to be consumed on the Club premises by any person (other than such "a member"):

13.4.1 At any time on Christmas Day or Good Friday; or

13.4.2 On any day as specified hereunder outside the times specified in respect of it as follows:

- (i) Mondays, Tuesdays and Wednesdays – 10.30a.m. to 11.30p.m.
- (ii) Thursdays, Fridays and Saturdays – 10.30a.m. to 12.30a.m. (on the following day)
- (iii) Sundays – 12.30p.m. to 11.00p.m.
- (iv) St. Patrick's Day 12.30p.m. to 12.30a.m. (on the following day).
- (v) 23<sup>rd</sup> of December (if it falls on Sunday) 10.30a.m. to 11.30p.m.
- (vi) Christmas Eve – 10.30a.m. to 11.30p.m.
- (vii) Eve of Good Friday – 10.30a.m. to 11.30p.m.
- (viii) Eve of any Public Holiday (other than Christmas Eve) if the Eve falls on a weekday – 10.30a.m. to 12.30a.m. – (on the following morning)
- (ix) If the eve falls on a Sunday – 12.30p.m. to 12.30a.m. (on the following morning).

13.5 Nothing contained in the registration of Clubs Act 1904/2008 or contained by virtue of Clause 13.4 hereof will operate to prohibit the supply for consumption on the Club premises of excisable liquor to any person or the consumption of excisable liquor on those premises by any person on Christmas Day between 12 mid-day and 10.00p.m. or on any other day for one hour after the expiration of the period in respect of that day during which it is lawful for the Club, by virtue of Clause 13.4.2 hereof to supply excisable liquor for the consumption on the Club premises, if in each case the excisable liquor is:-

- (i) Ordered or by on behalf of that person at the same time as a substantial meal is so ordered and
- (ii) Consumed by that person during the meal or after the meal has ended.

#### **B.14 Changes to the Constitution**

14.1 No rule of the Constitution of the Club will be repealed or altered or new rules made, except at a General Meeting and by the consent of at least a majority of two-thirds of the members present and entitled to vote at such meeting and written notice of the proposed change must be sent to the Secretary, with the names of the proposer and seconder attached, in accordance with clause 10.6.

14.2 In the event of dispute(s) as to the interpretation of any of the foregoing Clauses of the Constitution or of any of the Policies, Rules and Local Rules of the Club, the matter(s) in dispute will be referred to the Management Committee whose decision thereon will be accepted as absolutely final and binding on the parties to such disputes.

#### **B.15 Rules of Golf and Local Rules.**

15.1 The Rules of the game of Golf for the Men's and Ladies Clubs will be the Rules of Golf as approved by the Royal & Ancient Golf Club of St. Andrews.

15.2 In addition the Management Committee, in consultation with the Men's and Ladies Committees in compliance with Clause 15.1 will from time to time prescribe such Local Rules as it considers necessary, having regard to the nature of the Course or otherwise provided such Local Rules are not contrary to or at variance with the Rules of Golf or directives issued by the respective Union to which the Men's or Ladies Club is affiliated.