



Constitution and Rules of Vale Royal Abbey Golf Club

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6th Revision August 2018

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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 James 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 commands and hereafter shall be referred to as Presidents.
- 2.2 The Presidents will provide the Members with an eighteen-hole golf course and clubhouse together with ancillary facilities which are reasonably necessary for a Members Club to be carried on in accordance with the Club's objectives and these Rules.

3 Definitions

- 3.1 "Club Committee" means the Members Committee duly formed according to this Constitution and Rules.
- 3.2 "Members of the Club Committee" means the Club Captain and the Lady Captain and elected members of the Club Committee.
- 3.3 Presidents means the Proprietors.
- 3.4 "Members" means members of the Club.
- 3.5 "Permitted Times" means those times determined by the Club Committee when the Members' use of the playing and/or social facilities are not restricted.
- 3.6 "Guest" means a person who has been signed-in by a Member who has paid the appropriate Green Fee (or Invitation Day competition entry fee) to play golf or is accompanied by a member for social purposes.
- 3.7 "Visitor" means a person who has paid the appropriate fee to play golf or is present to use another facility at The Club.
- 3.8 "Treasury Functions" means all financial issues and aspects pertaining to Vale Royal Abbey but excludes any audited funds owned by Members and administered by Sub-Committees on their behalf.
- 3.9 "Executive Committee" means the Presidents and their representatives appointed by them.
- 3.10 "Sub-Committee" means those Members' committees which are accountable to the Club Committee.
- 3.11 "Byelaws" means rules not included in the Constitution and Rules and cover various matters such as:
 - a) Play on the golf course.
 - b) Dress code.
 - c) The setting aside of any part of the Club premises for particular purposes.
 - d) The availability of any facilities to Members and others.
 - e) Steering Committee composition for selection of Vice Captains.

4 Objectives

- 4.1 The Club is operated as a Members Club for the purpose of creating a prestigious, private golf facility for its Members. Access by societies and other Green Fee payers will be on a basis 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 at the Presidents discretion to provide Members with the facilities 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 ("The R&A").
 - c) To ensure that Members affiliate to and abide by the rules and regulations laid out by the Council of National Golf Unions (CONGU) on behalf of England Golf (EG) the national governing body for amateur golfers for England and other affiliated National Golf Unions.

5 Budgets, Contracts, Agreements and Loans

- 5.1 The Presidents shall set, approve and amend as they require all operating budgets. The Presidents shall also have the absolute authority pertaining to all Vale Royal Abbey Limited 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 that all competitions shall be played in accordance with The Rules of Golf and the Rules of Amateur Status as approved by The R&A, and such Conditions and Local Rules as approved by the Club Handicaps and Competitions Committee.
- 6.2 The Club agrees to ensure that all handicaps will be administered by employing the World Handicapping System (WHS) in accordance with the rules and regulations laid-out by EG.
- 6.3 The Club agrees to comply with the Constitution and Rules of EG.
- 6.4 The Club shall collect and pay all subscriptions due to EG and appropriate County Unions 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 Constitution and Rules of EG.

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 applicable 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 VRA 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 are 12 active categories of membership. The total membership has been set at 550 adult playing Members. All categories of membership can be capped at a limit determined by the Presidents from time to time.

- 8.1 Full Membership - A full Member may play golf and will have full use of the clubhouse and its facilities at all Permitted Times.
- 8.2 Senior Weekday Membership - A Member aged 55 or over on the 1st October of any year who 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. A Senior Weekday Member may transfer to Full Membership at any time on payment of the relevant pro rata fee.
- 8.3 Limited Membership Gentlemen - A male Member who may play golf at all Permitted Times on Monday, Tuesday, Wednesday and Friday other than Bank or Public Holidays and will have full use of the clubhouse and its facilities at all Permitted Times. A Limited Member may transfer to Full Membership at any time on payment of the relevant pro rata fee.
- 8.4 Limited Membership Ladies - A female Member who may play golf at all Permitted Times on Monday, Wednesday, Thursday and Friday other than Bank or Public Holidays and will have full use of the clubhouse and its facilities at all Permitted Times. A Limited Member may transfer to Full Membership at any time on payment of the relevant pro rata fee.
- 8.5 Joint Membership - Members who are partners who live at the same address both with the same playing and access rights as full Member.
- 8.6 Family Membership – Family Membership is available to a family comprising a Gentleman, Lady and Junior who live at the same address and access rights are as per each individual category
- 8.7 Country Membership – Country Membership is available, subject to the discretion and satisfaction of the Club Committee, to those whose permanent residence is more than 50 miles from the course. The playing and access rights of Country Membership are the same as those of a Full Member, except that entry to the Club's Competitions is not permitted. A Country Member may transfer to Full Membership at any time on payment of the relevant pro rata fee.
- 8.8 Intermediate Membership - Intermediate Membership is available to those aged between 18 and 29 on the 1st October of any year, with the same playing and access rights as a full Member, subject to any limits imposed by the Club Committee.
- 8.9 Junior Membership - Junior membership is available for those aged 4 to 17 on the 1st October of any year. The playing rights of any junior Member will be determined by the Club Committee.
- 8.10 Life Membership - The granting of life membership will be at the sole discretion of the Presidents. A Life member shall have the same playing and access rights as full Member.
- 8.11 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 f) and Corporate day guests subject to Rule 11.2.
- 8.12 Social Membership - A Social Member will have full use of the clubhouse facilities at all Permitted Times.

The following categories of membership are no longer offered.
- 8.13 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.
- 8.14 Joint Five Day Membership - Members who are partners who live at the same address both with offered the same playing and access rights as Five Day Member.

9 Membership Application

- 9.1.1 All applications for membership must be made in writing to the Club Secretary and signed by the applicant and a proposer and seconder where applicable. Each applicant must pay the appropriate joining fee and of annual subscription due at the time of 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.
- 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 or/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 subscription rates will be reviewed and published each year before 1st October.
- 10.2 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 the full annual subscription, but their annual subscription will be reduced by a pro-rata amount (of the annual subscription equal to the number of full months before joining) for the next subscription year. The Presidents will fix the level of annual subscriptions. Annual subscriptions will be due for payment in advance on the first day of each subscription year. The Presidents may offer part-payment terms during the year, but each Member remains liable for the full annual subscription. In the event that a Member leaves or resigns or is expelled during the course of the subscription year the annual subscription remains due and will not be refundable.
- 10.3 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.
- 10.4 If the annual subscription has not been paid within 28 days following the due date then membership will lapse.
- 10.5 Members who have not paid their annual subscription by the due date will not be allowed to play golf or use the clubhouse facilities.
- 10.6 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 Club Committee. The level of discount will be set by the Club Committee and reviewed annually but must be authorised by the Presidents.

11 Members Guests

- 11.1 All playing Members are entitled to bring Guests to the Club subject to the provision of these Rules, and the following restrictions:
 - a) All Guests wishing to play golf must be signed in by the professional or Club Secretary and will become Temporary Members for the day. All Guests must pay an appropriate Green Fee before play.
 - b) Social Guests must be signed in.
 - c) 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 social functions, where no limit applies.
 - e) Junior Members are entitled only to bring junior guests to the Club (except where a Handicaps and Competitions Invitation Day allows for a Member – of any category – to invite a guest with no such restriction).
 - f) Members introducing Guests shall accompany their Guests and be responsible for ensuring that the guests abide by these Rules, the etiquette of golf and all Byelaws. They will also be expected

to 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 Club Committee), on payment of the appropriate fees, subject to availability. Member's golf days will be permitted by agreement of The Club Secretary or General Manager.

12 Playing Rights

- 12.1 Play is only permitted with a reserved tee time obtainable through the on-line tee booking, via the Professional or formal entry into Club competition. Members, Guests and Visitors must report to the professional before going onto the course.

12.2 Cancellation of tee times

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 receive an official warning or may 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 Handicaps and Competitions Committee or Club Committee.

12.3 Competition Play

To ensure equal rights prevail, each adult Member's section, (ladies, gentlemen and seniors) will have a competition day allocated by the Club Committee, taking into account the number of Members in each section, their availability to play and England Golf 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 authorised competition is in progress.

Outside these main tee times only social play will be allowed except for matches in knockout competitions or where one of the Club's sections has authorised additional competitions (such as Junior, Senior or mixed competitions) and external competitions (such as Inter-club and County competitions).

- 12.4 All Member's sections (ladies, gentlemen and seniors) may play an "Alternative Day Competition" by arrangement between the Handicap and Competitions Committee and the Club Committee.
- 12.5 The Executive Committee or the Club Committee must sanction all other competitions including those of Visitor groups outside these allocated days.

13 Committees

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

The Club Committee shall comprise:

- a) Club Committee Chair
- b) Club Captain
- c) Lady Captain
- d) Greens Committee Chair
- e) Handicap and Competitions Chair
- f) Ladies' Section Committee Chair
- g) Seniors' Committee Chair

Notes:

- i) The Presidents shall promptly receive all minutes recording the decisions of the Club Committee and have the right of veto on any decisions made by the Club 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 Club Committee Chair shall chair all Club Committee Meetings. In the event of the Club Chair being indisposed, the Club Captain or Lady Captain shall chair the Club Committee Meetings.

The Club Committee Chair shall be entitled to vote on resolutions and shall have the casting vote in the case of equality of votes.
 - iv) The Club 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 Club Committee and may include the Club Secretary. For the avoidance of doubt, it shall not comprise the Club Committee Chair. The Club 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 Club Committee shall be as laid down in the Register of Duties of Club Officials and Members of the Club 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 Club 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 Club Committee or Presidents shall be entitled to overturn any decision or resolution passed by a Sub-Committee.

14 Election of Members of the Club Committee

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

Each year at the Annual General Meeting ("AGM"), Members of the Club 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 Club Committee. In the case of the Club 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 Club 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 the same 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 Club Committee shall consist of full Members and a maximum of two other playing Members.
- g) All adult playing category Members shall be entitled to vote in the election of the Members of the Club Committee.

14.2 Co-opting

Where a vacancy arises in the Club Committee, prior to an AGM, or if vacancies exist after voting takes place at the AGM, the Club 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 Sub-Committee Chair.

14.3 Every Sub-Committee shall keep minutes of its proceedings and each Sub-Committee Chair shall give a report of the Sub-Committee's activities at each Club Committee meeting.

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 approved by the Presidents 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 such 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 Club 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 Club Committee Functions

- 17.1 In addition to the powers specifically conferred on the Club Committee by these Rules and the roles and responsibilities of the Members of the Club Committee (according to Rule 13.2) the Club Committee shall have such additional responsibilities as the Presidents may from time to time delegate to them.
- 17.2 The Handicap and Competitions Sub-Committee, Ladies' Section Sub-Committee and Seniors' Sub-Committee will ensure that there will be enough handicap qualifying competitions throughout the year to ensure that handicaps are being maintained in accordance with the rules and regulations laid down by England Golf and the WHS.
- 17.3 The Club Committee shall be entitled to make, revoke or amend (subject to the agreement of the Presidents) Byelaws as it may consider necessary concerning the day to day activities of the Club and not included directly in this Constitution.

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

18 Meetings

18.1 Annual General Meeting

The AGM of the Club shall be held each year. The Club Committee shall determine the date, time and venue of the AGM. All playing 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 Club Committee Chair shall chair the AGM. All elections of Members of the Club Committee 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 Club 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 Club 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 communicated to all Members and the Presidents and shall also be affixed on the notice board in the clubhouse.
- 19.2 All resolutions to be voted on at an 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 Club 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 formal meeting unless a quorum is present at the time when the meeting proceeds to business. 30 Members will constitute a quorum for an AGM or EGM and five Members personally present shall constitute a quorum for a Club Committee meeting and a simple majority of Club Committee members for a Sub-Committee meeting.

For AGMs and EGMs - if within one 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 and will be reconvened at a date to be determined by the Club Committee Chair or the Presidents. 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

- 21.1 Where the nature of a complaint or dispute involves a threat or risk of legal action against the Club the Club Secretary will consult with the Presidents to determine the course of action to be taken prior to any discussion with the Club Committee Chair.
- 21.2 Complaints or disputes involving safeguarding or the welfare of children and Adults at risk must be referred directly to England Golf's Governance Team before any disciplinary action is taken

- 21.3 Complaints related to handicapping, as governed by the World Handicap System (WHS), will be handled in accordance with Clause 6.2 of this document.
- 21.4 Complaints or disputes involving breaches of the Rules of Golf, as defined by the R&A, will be resolved in accordance with Clause 6.1 or 6.3 of this document.
- 21.5 For issues beyond the Club's jurisdiction, such as disputes involving serious breaches of the Rules of Golf, the matter may be referred to the County Golf Union or England Golf for adjudication.
- 21.6 When clause 21.1 above does not apply, 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 will seek to establish the detailed nature of the complaint or dispute. If the 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.
- b) If the Club Secretary is unable to resolve the complaint or dispute, they will report the matter promptly to the Club Committee Chair and to the Members of the Club Committee at the next meeting.

If the Club Committee Chair deems the complaint or dispute resolvable by the Club Committee in accordance with the Rules and Bye laws of the Club and the principles of natural justice then the Club Committee will take the necessary action, including disciplinary action if required.

- c) The Club Committee Chair may form a Disciplinary, Complaints and Disputes Committee at their discretion at any time to resolve any complaint or dispute and take any necessary action, including disciplinary action.

The Club Committee Chair will be expected always to exercise their discretionary power in cases where:

- i) The complaint or dispute requires resolving promptly
- ii) Members of the Club Committee are involved in the complaint or dispute or are perceived to have conflicts of interest that should preclude their adjudication of the matter
- iii) 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

For formal disciplinary matters, the respondent will receive a written notice of the complaint or dispute

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

A formal record of all proceedings, decisions, and sanctions will be maintained for transparency and compliance with England Golf standards

22 Suspension of Membership or Expulsion

- 22.1 The Club shall exercise the discretionary powers delegated to it by England Golf. 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 clubhouse facilities and any other rights suspended by the Club.

This suspension will be for such a period as the Club 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 Club Committee (or the Disciplinary, Complaints and Disputes Committee where appointed) to give a written explanation of its reason for doing so.

- 22.2 The Club Committee (or the Disciplinary, Complaints and Disputes Committee where appointed) may recommend to The Presidents that a Member be suspended or expelled from the Club in cases where the conduct of the Member in the opinion of the Club 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 Club Committee (or the Disciplinary, Complaints and Disputes Committee where appointed) shall give the Presidents and the Member a written explanation of its reasons for recommending the suspension or expulsion of the Member. If the Presidents or Club Committee (or the Disciplinary, Complaints and Disputes Committee where appointed) deems it necessary to hold an interview to determine the facts, it will request the Member 's attendance at an interview. The Member will be expected to attend such an interview if requested and may be accompanied by another Member who must be nominated in advance within seven days of the interview.

- 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 Club Committee nor any Member thereof shall have any liability to the expelled Member in respect of such expulsion.

23 Appeals

- 23.1 Where a person wishes to appeal a decision of the Club 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 Club 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 Club 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 Club Committee (or the Disciplinary, Complaints and Disputes Committee where appointed). The final decision made in relation to the appeal will be communicated to the appellant in writing.

- 23.2 Appeals involving breaches of the Rules of Golf or handicapping will follow the process outlined in the England Golf Disciplinary Framework:

Club level → County Golf Union → England Golf Appeals Panel (if required).

- 23.3 Appeals will be escalated if:

The matter exceeds the Club's jurisdiction.

The issue requires expert adjudication or broader governance review by County or England Golf authorities.

The Club Secretary will liaise with the Cheshire County or England Golf representatives to facilitate the escalation.

The respondent will be notified in writing of the referral and any associated timelines.

The decision of the County Golf Union or England Golf will be binding and final.

24 Opening Hours

- 24.1 The General Manager or their delegated representative (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 restriction on the availability of the facilities of the Club or the closure of the course or the clubhouse for reasons which may/may not be beyond the control of the Club.
- 24.3 The opening hours will be displayed on the clubhouse noticeboard.

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 meetings 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 addresses 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 been 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 Presidents.

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 proprietorial capacity, must do so in writing to the Club Secretary in the first instance, who will forward them to the Presidents.

29 Alterations to the Constitution and Rules

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



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