MILNATHORT GOLF CLUB LIMITED

CONSTITUTION

Updated 06/08/2026

Our Contact Details

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This Constitution, adopted on 1st December 2024, replaces in full the previously approved Constitution adopted as the Constitution of Milnathort Golf Club on 26th November 2023. All previous versions of the Constitution are superseded by this Constitution on adoption by Members.

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1 Name

1.1 The name of the Club shall be 'Milnathort Golf Club' hereafter referred to as 'the Club'.

1.2 The Club shall affiliate to Scottish Golf Ltd and Perth and Kinross County Golf Union.

1.3 The Club shall be a Non-Profit Making Body.

2 Objectives

2.1 The Club shall hold the following as its aims and objectives and shall strive to fulfil these aims and objectives at all times:

2.1.1 To fulfil the general objectives and functions of a Golf Club and by undertaking such activities as may be reasonably necessary and/or incidental to such objectives.

2.1.2 To generally promote the amateur game of Golf for the benefit of Members and the local community.

2.1.3 To promote and abide by the Rules of Golf as they are fixed from time to time by the R&A.

2.1.4 To provide access to Golf for players of all standards in a friendly and welcoming atmosphere that does not discriminate on the grounds of gender, age, race, religion or belief, sexual orientation, or disability.

2.1.5 To provide coaching in Golf to beginners and for improvement for experienced players.

2.1.6 To arrange Golf competitions and matches for Members.

2.1.7 Where necessary, to lease and/or purchase land and/or equipment suitable for the purposes and functions of the Club.

2.1.8 To sell and deal in alcohol and other related products as well as refreshments, foodstuffs, and golfing equipment in accordance with the provisions of any licensing laws and by obtaining the necessary statutory consents and licences for this.

3 Powers

3.1 In pursuance of the objectives set out in Clause 2, the Club shall have the following powers:

3.1.1 To undertake any activity, which directly or indirectly promotes the objectives of the Club.

3.1.2 To raise money for the furtherance of the objectives of the Club in such manner as the Management Committee may think fit.

3.1.3 To invite and receive contributions from any person or persons whatsoever by way of grants, donations, and legacies of all kinds (and to accept any reasonable conditions attaching to them), provided that this shall be without prejudice to the ability of the Club to pursue the objectives set out in Clause 2.

3.1.4 To undertake any activities which further any of the objectives of the Club.

3.1.5 To invest any funds which are not immediately required for the Clubs activities in such investments as may be considered appropriate (and to dispose of, and vary, such investments).

3.1.6 To liaise with other organisations, charities, groups, local authorities, UK or Scottish government departments and agencies, and other bodies, all with a view to furthering the Clubs objectives.

3.1.7 To do anything which may be incidental or conducive to the furtherance of any of the objectives set out in Clause 2.

4 General Structure and Management of the Club

4.1 The structure of the Club shall consist of:

a) Management Committee (hereafter referred to as the 'Committee'). Members of the Committee must be Members of the Club.

b) Members. Those with the right to vote have important powers under the constitution; in particular, these Members elect people to serve on the Committee and take decisions in relation to changes to the constitution itself.

4.1 The Committee is responsible for the overall management of the Club and shall supervise the activities of the Club. In particular, the Committee is responsible for monitoring the financial position of the Club and shall have the power to make and amend the Rules and Bylaws of the Club. The Committee will be elected by the Members at the AGM.

4.2 The Committee shall hold meetings at least quarterly or as may be required for the despatch of all competent business. A meeting of the Committee may be called by the Chairperson at any time.,

4.3 The committee will provide the members with regular updates across the season. Four Members of the Committee shall form a quorum.

5 Membership

5.1 The total number of voting Members shall not exceed 575. Membership shall consist of the following classes of membership:

5.1.1 Ordinary Members (including those who previously qualified for senior discounted rate)

5.1.2 Honorary Members

5.1.3 Lifetime Members

5.1.4 Country Members

5.1.5 Junior Members (Age 15 years and over)

5.1.6 Juvenile (Age 14 years and younger) (including Junior Mini Members)

5.1.7 Temporary Members (including Winter Members)

5.1.8 Social Members

5.2 Every Member in categories 5.1.1 to 5.1.4 within Clause 5.1 shall hold one share. Shares shall not be capable of withdrawal, and shall be of the value of £1, which shall be paid at the time application is made for membership. No Member shall hold more than one share and no interest or dividend shall be paid on it. Shares shall not be transferable. A Member shall forfeit the share value £1 on ceasing from whatever cause to be a Member. The Club will maintain a register of issued shares.

5.3 To fund a specific purchase or project the Committee may offer Life Membership to Ordinary Members at a fee of at least ten times the annual subscription. The exact value shall be agreed by the Committee on application for such membership.

5.4 Honorary Members shall have been ordinary Members for at least ten years continuously and shall have rendered some service to the Club during those years. Honorary Members shall be entitled to all the rights and privileges of Ordinary Members. The number of Honorary Members shall be limited to ten.

5.5 The Committee shall have the power to nominate and recommend for approval at the next following Annual General Meeting for Honorary Membership, any Member of the Club who fulfils the requirements of Clause

5.6 Country Memberships shall be open to all who are resident outwith a radius of 40 miles of the Clubhouse as the crow flies. The Committee has the powers to amend this from time to time for the purposes of supporting the objectives of the Club.

5.7 Persons admitted as Temporary Members may be granted such privileges of the Course and Clubhouse as the Committee shall determine. The terms of Temporary membership shall be those fixed by the Committee from time to time. Any payment requested of Temporary Members shall be payable in advance.

5.8 All Members joining the Club shall be deemed to accept the terms of this Constitution and any Bylaws from time to time adopted by the Club, including the requirement to conduct themselves in accordance with any conduct rules and procedures.

5.9 Membership is open to all and no application shall be refused on grounds of gender, gender reassignment, age, race, religion or belief, sexual orientation, marriage and civil partnership, pregnancy and maternity or disability.

5.10 The admission of all classes of Members shall be administered by the Committee. Candidates shall be admitted at a Meeting of the Committee by a simple majority of those present and voting. No application can be refused on the grounds outlined within Clause 5.9.

5.11 In the event of an application for membership being refused or a Member having their membership terminated, the applicant or member has the right to appeal the decision to the Management Committee.

5.12 The names of all new Members of the Club shall be included within the Committee Minutes.

5.13 Only Members in categories 5.1.1 to 5.1.4 within Clause 5.1 shall have the right vote on any motion. These Members shall have one vote each.

5.14 The aggregate total of non-voting Members shall not exceed forty-nine per cent of the aggregate total of voting Members.Members shall be liable to pay to the Club a joining fee on election to the Club. The Committee shall set joining fees for each class of membership as appropriate and shall have the authority to waive the payment of the whole or any part of the joining fee in any individual case in which they shall consider it to be in the interests of the Club to do so.

5.15 All Members (excluding Honorary Members and Life Members) shall pay an annual subscription to join the Club. Subscriptions shall be set by the Committee and communicated at the AGM. The annual change in subscription feesfor each Member classification will be no more than 5% of the previous year's subscription. Any proposed change above this value will require to be approved by a simple majority of Members present at a General Meeting of the Club.

5.16 Annual subscriptions shall be due on 1st March and must be paid by the last day of February. Any subscription fees not paid on or before the last day of February, and where a payment plan has not been setup, shall incur an administration charge of£10. The administration charge may be adjusted by The Committee and agreed annually at the AGM. If any Member's annual subscription has not been paid by the 31st of March, then membership shall be automatically cancelled. Cancellation shall be communicated to the Member by the Club within 30 days.

5.17 No Member shall be entitled to enter any competition prior to payment of the annual subscription, or instalment of any moneys due to the Club.

6 Conduct

6.1 If the conduct of any Member, either in or out of the clubhouse, on the course, or elsewhere is such that it appears to the Committee to impair the character or good standing of the Club, or if any Member wilfully disobeys any reasonable order of the Committee communicated to such Member, or is in breach of any rule or by-law of the Club, the Committee shall form (under Clause 7.14) and then make a formal complaint to the Disciplinary and Conduct Sub-Committee who shall consider the complaint in terms of the disciplinary procedure of the Club.

6.2 The disciplinary procedure of the Club shall follow the latest issue of the Scottish Golf Model Disciplinary Procedure for use by Golf Clubs. The process will be overseen by the Committee.

7 Composition and Responsibilities of Management Committee

7.1 The Committee shall consist of the following office-bearers, totalling 7 persons

7.1.1 Captain (chair)

7.1.2 Vice-Captain

7.1.3 Governance

7.1.4 Finance

7.1.5 Sales & Marketing

7.1.6 Golf Team Representative

7.1.7 Volunteer C0-ordinator

7.2 If in the event that a Captain/Vice-Captain is not elected, then a representative of the golf leadership team will act in that capacity on the management committee, however if no golf leadership team representative comes forward, a further Management Committee position (entitled General Management Committee member) will be elected. The General Management Committee position will be for one year only.

7.3 There is no clause 7.3

7.4 The Committee shall endeavour to ensure that there is mixed gender on the Committee.

7.5 The Committee, chaired by the Chairperson, or delegate, shall:

7.5.1 Establish Club policies and oversee the administration of those policies.

7.5.2 Oversee the fiscal management of the Club including setting annual subscriptions, membership categories, joining fees, and level of audit requirement.

7.5.3 Be responsible for the creation and enforcement of bylaws and rules of the Club.

7.5.4 Be responsible for ensuring the Club, its office-bearers and employees always have inplace adequate and relevant insurance cover.

7.5.5 Approve membership applications and welcome new Members.

7.5.6 Appoint Members of staff in accordance with the Club budget.

7.5.7 Review and approve recommendations made by the clubs appointed sub committees.

7.6 The Committee will not have power to purchase, sell, or lease heritable property without specific authority of Members at a General Meeting.

7.7 ..The Members of the Committee shall also be trustees of the Club and shall hold any property of the Club in their name and shall be entitled to be sued or sue as trustees of the Club. They shall be indemnified by the Club where acting in good faith in their capacity as trustees of the Club.

7.8 ..Committee members may not hold more than one office.

7.9 ..The Committee shall have due regard to any resolution or recommendation of any General or Special Meeting but nothing in this Constitution shall enable the Committee to declare any dividend or make any monetary grants to the Members or to apply the Clubs funds except for the purposes of furthering the objectives of the Club itself.

7.10 No resolution passed by a General Meeting shall be rescinded unless Members vote by a simple majority to rescind the resolution at a subsequent General meeting.

7.11 Each Member of the Committee shall be elected for a period of two years(except for the Captain, which will be annually), and thereafter will retire at the 2nd yearly Annual General Meeting but shall be eligible for re-election at that meeting. Should for any reason a post be vacated during the two year tenure, the post will be filled byname of nomination at SGM or AGM

7.12 Should the election result in two or more candidates receiving an equal number of votes, the names of such candidates shall be written on slips of paper which shall beplaced so that the names are concealed and the chairperson, or in his absence some person appointed by the chairperson shall then select one slip. The name drawn shall be declared fully elected. This process will be repeated for each post where this situation arises.

7.13 Election to any position on the Committee cannot be limited by or discriminated on the ground of gender, gender reassignment, age, race, religion or belief, sexual orientation, marriage or civil partnership, pregnancy or maternity or disability.

7.14 ..The Committee, or any Member or Members of the Committee, may be removed by a majority of two-thirds of the Members of the Club after appropriate notice in accordance with this constitution. In the event of the removal or the resignation of the whole or the majority of the Committee, the Administrator or nominated Member, shall obtain nominations, and arrange for holding an election for the appointment of Members to the Committee. The times and notices required for Special General Meetings shall not apply in this case, but three days shall be allowed for nominations. The election shall be held on the first convenient day thereafter upon due notice of the election having been given to the Members by notice on the Club notice board.

7.15 ..The Committee may appoint Members to form a sub-committee in support of any cause that the Committee may decide. The remit for any sub-committees will be set by the Committee.

7.16 ..All Committee and sub-committee Members must be voting Members of the Club.

7.17 ..Each sub-committee shall have a chair who will report to the Committee and shall agree its own rules of operation subject to the terms of this Constitution.

8 Special General Meetings

8.1 A Special General Meeting may be called by the Committee at any time or by twenty voting Members of the Club. Any such request must be submitted to the Administrator by written motion, setting out the rationale and basis for the Special General Meeting being called.

8.2 No business shall be transacted at a Special General Meeting other than that of which notice has been given in the motion calling that Special General Meeting.

8.3 At least 14 calendar days' notice of a Special General Meeting must be given to the full Club membership. Notice to Members shall be deemed to have been served by sending an email containing the notice and posting the notice in a prominent position within the Club premises and shall be deemed to have been affected 24 hours after the time at which the email was sent and notice posted. Special arrangements (use of post to communicate such meetings for example) may be requested by those Members who do not have access to email and do not frequent the Club.Members who hold Member classifications as outlined in Clause 5.13 shall be eligible to vote at a Special General meeting.

8.4 All Club Members shall have the right to vote by post or e-mail if they are unable to be present in person.

8.5 ..Any Member exercising his/her right under Clause 8.5 shall do so by letter or e-mail addressed to the Administrator, stating the Member's name and stating clearly his / her vote in respect of the motions set out in the Notice calling the Special General Meeting, to reach the Administrator not later than 24 hours before the date of the Special General Meeting in question.

8.6 ..Votes submitted as per Clause 8.6 will be counted along with those cast at the Special General Meeting.

8.7 ..Quorum of any Special General Meeting shall be 10% of the voting Members of the Club. If there are insufficient numbers of Members to form a quorum, the Committee shall have the discretion and power to call a further Special General Meeting within 14 days, at which twenty Members present shall form a quorum. In calculating a quorum of a Special General Meeting, no count can be taken of those Members who have exercised their voting right by post / email.

8.8 .. Any decisions, other than amending the constitution, shall be reached by a simple majority of the Members present or who possess the right to vote.8.9

8.9 In the event of a tie occurring in any vote at any General meeting, the Chairperson, or delegate if he/she is not present, will have the final and casting vote

8.10 Should the Administrator not confirm the intention to convene a Special General Meeting within 7 days following a formal request from twenty voting Members, any of the requesting Members may call such a meeting, giving notice as required by Clause 8.3.

9 The Annual General Meeting

9.1 The Annual General Meeting shall be held once per year, not later than the 30th of November, on a date to be fixed by the Committee, and may be attended only by Members present and who possess the right to vote. The AGM shall have as its main business:

9.1.1 The presentation of the Committee Reports for the past year.

9.1.2.....The election of Committee Members in accordance with clause 7.10.

9.1.3 Approval of the minutes of the last Annual General Meeting and any other General Meetings held during that year.

9.1.4 Approval of the accounts for the last financial year.

9.1.5 Consider and approve any changes to the Constitution.

9.1.6.....Deal with any other relevant business.

9.6 Other relevant business may be submitted by the Committee, or by any voting Member who shall have given notice in writing of the motion he or she proposes to make, at least seven days before the date of the AGM.

9.7 ..An agenda giving notice of the Annual General Meeting must be communicated to all voting Members at least 14 calendar days in advance. A copy of the accounts, details of candidates for Committee posts and details of any proposed changes to the Club Constitution must be issued to all voting Members at least 7 calendar days in advance.

9.8 ..The quorum for any Annual General Meeting shall be twenty voting Members

9.9 ..Any decisions, other than amending the constitution, shall be reached by a simple majority of the Members present and who possess the right to vote.

9.10 ..Nominations for Committee Members must be posted at least seven calendar days in advance of the Annual General Meeting, where applicable in accordance with clause 7.10.

9.11 ..Only Members who hold a vote may be elected to the Committee.

9.12 ..Each voting member who agrees to be nominated for election to the Committee shall require to be proposed by a voting Member of the Club and seconded by another voting Member of the Club.

9.13 Elections shall be conducted on a simple majority of Club Members present and having a right to vote or voting by post. Elections shall take place by show of hands.

9.14 In the event of there being no nomination for a post within the stipulated time as defined by clause 9.6, nominations may be accepted at the Annual General Meeting.

9.15 In the event that no person is voted into a post, or in the event of resignation or retiral from a position in accordance with clause 7.12, the Captain will have the power to appoint a Member who will undertake the duties until such time as the post is filled.

9.16 All Club Members shall have the right to vote by post or e-mail if they are unable to be present in person.

9.17 ..Any Member exercising his right under Clause 9.12 shall do so by letter or e-mail addressed to the Administrator, stating the Member's full name and stating clearly his vote in respect of the nominations and motions set out in the Notice calling the

Annual General Meeting, to reach the Administrator not later than 24 hours before the date of the Annual General Meeting in question.

9.18 Votes submitted as per Clause 9.13 will be counted along with those cast at the Annual General Meeting.

9.19 In calculating a quorum of an Annual General Meeting, no count can be taken of those Members who have exercised their voting right by post / email.

10 Personal Interests

10.1 A Member of the Committee who has a personal interest in any transaction or other arrangement which the Club is proposing to enter, must declare that interest at a meeting of the Committee; he/she will be debarred from voting on the question of whether the Club should enter that arrangement.

10.2 For the purposes of Clause 10.1, a person shall be deemed to have a personal interest in an arrangement if any partner or other close relative of his/hers or any firm of which he/she is a partner or any limited company of which he/she is a substantial shareholder or director, has a personal interest in that arrangement.

10.3Provided

a) he/she has declared his/her interest.

b) he/she has not voted on the question of whether the Club should enter the relevant arrangement and

c) the requirements of Clause 10.1 are complied with,

a Member of the Committee will not be debarred from entering into an arrangement with the Club in which he/she has a personal interest (or is deemed to have a personal interest) and may retain any personal benefit which he/she gains from his/her participation in that arrangement.

10.4..Where a Committee Member provides services to the Club or might benefit from any remuneration paid to a connected party for such services, then

a. the maximum amount of the remuneration must be specified in a written agreement and must be reasonable.agreement and must be reasonable

b. the Committee Members must be satisfied that it would be in the interests of the Club to enter the arrangement (taking account of that maximum amount)

10.5 The Members of the Club, including Members of the Committee, may be paid all travelling and other expenses reasonably incurred by them in connection with their attendance at meetings where they represent the Club. The Committee shall be responsible for approving and agreeing any such payments.

11 Club Finances

11.1 The financial year shall run from 01 April to 31 March.

11.2 In accordance with clause 9.3, the elected Finance management team member shall be responsible for securing the preparation of Annual Accounts of the Club and laying these before the Annual General Meeting.

11.3 The Club's Accounts and audit or examination shall be in compliance with all statutory requirements.

11.4.. All withdrawals from the Club's funds shall be proposed by the Club Administrator, or authorised delegate, and approved by the Finance management team member or other authorised office-bearer.

11.5All Members of the Club shall be jointly and severally liable for the financial liabilities of the Club.

11.6 It shall be the right of any voting Member, having an interest in the funds of the Club, to request information on the accounts at any time.

11.7 The Committee may obtain loans from Members and others. The interest paid on any money borrowed shall not exceed the limit of 7.5% per annum, or 2% above the bank rate whichever is the higher, except in the case of money borrowed from financial organisations or on heritable security. The assets of the Club may be pledged as security for any loans obtained. The total value of loans borrowed and not repaid shall not at any time exceed the limit of £30,000.

11.8 The Committee has the authority to spend up to £7,500 on any one item or project they consider necessary to the Club, except that where an existing item of machinery has reached the end of its useful life and requires to be replaced, the amount may exceed £7,500 provided the replacement is an item of similar specification.

11.9 The foregoing limits of £30,000 and £7,500 may be amended at an Annual General Meeting or Special General Meeting.

11.10 The Club shall not receive money on deposit.

12 Admission of Guests

12.1.. A Member may personally introduce guests, but no Member shall introduce more than ten non-playing guests on one day without prior approval of a Committee Member. The Member introducing a guest or guests shall enter their name(s) in the Club guestbook.

12.2 Members must accompany guests introduced by them during the period of stay in the Club's premises.

12.3Members are responsible for the behaviour and conduct of guests at all times whilst on the Club premises.

13 Dissolution or Winding Up of the Club

13.1 The Club is non-profitmaking, and all profits and surpluses will be used to maintain and or improve the Club facilities or to carry out the objectives of the Club.

13.2. .The Club may at any time be dissolved by the consent of three-fourths of all those Members eligible to vote at a properly constituted General Meeting.

13.3. .All surplus income or profits are to be reinvested in the club. No surpluses or assets will be distributed to members or third parties.

13.4 .If upon winding up or dissolution of the Club, and after the satisfaction of all debts and liabilities, any remaining assets shall be given or transferred to another registered CASC, a registered charity or the sport's governing body for use by them in related community sports. This organisation(s) shall be determined by the Members of the Club by resolution passed at a General Meeting.

14 The Constitution

14.1.. The Constitution shall only be altered by consent of two thirds of voting Members present at a General Meeting.

14.2..The Constitution and Bylaws in force shall be binding on the Club office-bearers and Members.

15 Complaints

15.1 All complaints must be made in writing to the Administrator and signed by the persons complaining; and none shall be attended to unless this rule is complied with. The Administrator shall submit all such complaints to the Committee, who shall take the matter into their consideration, and they shall have the power to give such deliverance or order thereon as they consider necessary.

This constitution has been approved in accordance with Clause 14.1, and accepted as the constitution for Milnathort Golf Club on 1st December 2024. Certified as a true copy and signed