



NEVILL GOLF CLUB LIMITED

Registration Number 32454 R

RULES and BYE-LAWS

PART I INTERPRETATION

- 1 The name of the Club shall be “NEVILL GOLF CLUB Limited”.
- 2 The registered office of the Club is at The Clubhouse, Benhall Mill Road, Tunbridge Wells, Kent, TN2 5JW or such other address as the Board may from time to time decide.
- 3 The objects of the Club shall be to provide a golf course, to promote the game of golf, to organise social events and to provide a clubhouse and refreshments and other facilities incidental to the playing of golf and the Club’s social activities.
- 4 In these Rules unless there shall be something either in the subject or context repugnant to such construction.

The masculine shall be deemed to include the feminine and the singular the plural and both vice versa.

“ACTS” shall mean the Industrial and Provident Societies Acts 1965-1978 together with any statutory modification or re-enactment thereof in force for the time being.

“CLUB” shall mean Nevill Golf Club Limited.

“RULES” shall mean the Rules of the Club for the time being in force and ‘Rule’ shall be construed accordingly.

“BYE-LAWS” shall mean the bye-laws duly made by the Board and for the time being in force but they shall not form part of the Rules.

“LOCAL RULES” shall mean the local rules duly made by the Board concerning the playing of golf at the Club and for the time being in force but they shall not form part of the Rules.

“MEMBER” shall mean a person specified in Part VI Rule 1a) who has duly been elected and has paid all relevant entrance fees and subscriptions under the Rules or who has been elected an Honorary Playing Member or Honorary Life Member.

“ASSOCIATE” shall mean a person specified in Part VI Rule 1b) who has duly been elected and has paid all relevant entrance fees and subscriptions under the Rules.

“PLAYING ASSOCIATE” shall mean a Country Associate or an Overseas Associate as specified in Part VI Rule 1b).

“JUNIOR MEMBER” shall mean an Associate under the age of 18.

“LADIES’ SECTION” shall mean the lady Members and lady Playing Associates of the Club including the female Junior Members.

“VETERAN” shall mean a male playing Member or a male Playing Associate aged 55 or over.

“GUEST” shall mean a person invited to the Club by a Member or an Associate whether to play golf or not. This includes members of other clubs playing in or attending Club matches.

“VISITOR” shall mean a person not invited by a Member or an Associate who attends the Club whether to play golf or attend any function or any other activity organised at the Club. This will include those playing as a member of a visiting society or in competitions open to non-members who are not Guests.

“THE BOARD” shall mean the duly elected Board of Management of the club for the time being (being a Committee in accordance with the Acts).

“GENERAL MANAGER” shall mean the General Manager and Secretary of the Club for the time being.

“CAPTAINS” shall mean the duly elected Men’s Captain and Ladies’ Captain.

“JUNIORS’ ORGANISER” shall mean the person duly appointed by the Board to supervise the Club activities of the Junior Members.

“VETERANS’ ORGANISER” shall mean the Member duly elected as such by the Veterans.

- 5 The Rules may be added to, repealed, altered or replaced by a resolution carried by not less than two-thirds of the Members present and voting at a duly convened General Meeting, the notice of which shall have contained particulars of the proposed alteration or addition to the Rules. No alterations or additions to, or replacement of, the Rules, shall be valid until registered with the Financial Conduct Authority.
- 6 The Board may revoke or vary the Bye-Laws, provided that any additions or alterations conform with the Rules.
- 7 Golf shall be played under the Rules of the Royal and Ancient Golf Club of St. Andrews, subject to the Local Rules in force at the time. The Board may alter the Local Rules as it thinks fit.
- 8 All Members and Associates shall be bound by the Rules and the Bye-Laws from time to time in force, and all powers given to the Board or any Club committee shall be exercised in accordance with the Rules and the Bye-Laws.
- 9 The Board shall be the sole authority for the interpretation of the Rules, the Bye- Laws and the Local Rules and the decision of the Board on any such question of interpretation shall be binding upon all Members.

PART II GENERAL MEETINGS

- 1 The Club shall in the month of January in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year on a date and at a time and place to be fixed by the Board for the following purposes:-
 - a) To receive from the Board a report of the progress of the Club during the year to the preceding 30th September and Annual Accounts, as provided in Part VII, up to that date.
 - b) To appoint the Auditors of the club for the ensuing year.

- c) To elect the Captains and their Vice Captains' for the ensuing year, and the Chairman and other members of the Board and members of the Captains' Committee as necessary.
 - d) To elect the President of the Club, Vice-Presidents and Honorary Life Members, as considered appropriate, subject to Part VI Rule 1 e).
 - e) To decide on any resolution which has been submitted in writing to and received by the General Manager not less than 28 days before the date of the meeting. Any such resolution shall be proposed and seconded by Members and dated and shall be notified to the Members by posting it in the clubhouse for 21 days before the date of the meeting. Any proposal for a substantial amendment to such a resolution shall be proposed and seconded by Members and dated and shall be notified in writing to the General Manager at least 14 days before the date of the Annual General Meeting. Any such proposed amendment shall be posted in the clubhouse promptly thereafter.
- 2 Nominees for election to any of the offices in Rule 1c) of this Part shall be Members of at least 3 years standing and shall be elected by resolution at an Annual General Meeting.
 - 3 All General Meetings of the Club other than Annual General Meetings shall be called Extraordinary General Meetings.
 - 4 The Board may at any time for any purpose call an Extraordinary General Meeting and shall do so forthwith upon the requisition in writing and signed by not less than 25 Members stating the purpose for which the meeting is required.
 - 5 At least 21 days before the Annual General Meeting or any Extraordinary General Meeting of the Club, notice of such meeting and of the business to be transacted thereat shall be posted in the clubhouse and sent to all Members and Associates other than Junior Members, and no business other than that of which notice has been given under this Part shall be brought forward at such meeting, except that matters for consideration by the Board may be raised as Any Other Business. The Board's Report, and the Annual Accounts shall be posted in the clubhouse at least 14 days before the Annual General Meeting of the Club.
 - 6 At all General Meetings of the Club, the Chairman of the Board or, in his absence, the Vice-Chairman, or failing him, some other Member of the Board shall preside.
 - 7 All Members and Associates, other than Junior Members, shall be entitled to attend and speak at General Meetings but only Members shall be entitled to vote.
 - 8 At all General Meetings of the Club resolutions, other than those referred to in Part I Rule 5 and Part III Rule 15, shall be decided by a simple majority of Members present and voting. Voting by proxy, or by post, shall not be allowed at General Meetings of the Club.
 - 9 The quorum for General Meetings shall be 75 Members.

PART III
THE BOARD OF MANAGEMENT

- 1 The entire management of the Club shall be deputed to the Board, which will have full powers to manage the affairs of the Club in accordance with these Rules.
- 2 The Board shall comprise the Chairman of the Board, the Finance Director, the House Director and the Course Director. Each member of the Board shall be elected at an Annual General Meeting of the Club, one of them retiring each year at the Annual General Meeting in rotation according to the priority of their elections, and shall normally serve for not more than four years, unless re-elected. The Men's Captain and the Ladies' Captain shall be ex-officio but voting members of the Board.
- 3 No member of the Board having served for two consecutive periods totalling not more than eight years (other than as an ex-officio member) shall serve for a further consecutive term of office.
- 4 The duties of the posts of Chairman of the Board, Finance Director, House Director, and Course Director shall be defined by terms of reference which the Board shall determine and may from time to time vary as it thinks fit. The Member elected to such post shall, by agreeing to stand for election, undertake to perform the duties appertaining to the post. The terms of reference defining such duties shall be available for inspection by Members in the registered office.
- 5 The Board shall elect one of their number as Vice-Chairman to act as necessary for the Chairman in case of his illness or absence.
- 6 The office of an elected member of the Board shall be vacated if he resigns his office by notice to the Chairman, or he ceases to be a Member or it is so resolved by a majority vote at a General Meeting on a resolution submitted in accordance with the Rules.
- 7 The Board shall have the power to co-opt a Member of at least 3 years' standing to fill any vacancy on the Board. A Member so co-opted shall retire at the next Annual General Meeting but shall be eligible for election as a Member of the Board at such meeting.
- 8 Unless otherwise provided in these Rules, decisions of the Board shall be made by a simple majority of those present and voting.
- 9 The quorum necessary for the transaction of the business of the Board shall be four.
- 10 The Board shall cause minutes to be kept of all its meetings which shall be made available to Members, except in respect of matters deemed to be confidential or sensitive.
- 11 The Board may, in addition to the standing committees being the Captains' Committee and the Greens Committee, from time to time, appoint such committees as it may deem necessary or expedient and may depute or refer to them such of the powers and duties of the Board as it may determine. Such committees shall periodically report their proceedings to the Board and shall conduct their business in accordance with its directions.
- 12 Subject to these Rules, and the Captains' Committee Rules, the Board and each committee shall regulate its own procedure.

- 13 The Board may invite to any or part of its meetings any person or persons whom it considers appropriate to assist with the business of any such meetings.
- 14 Without limiting its general power under Rule 1 of this Part, the Board shall have the following powers:-
- a) In all things to act for and in the name of the Club.
 - b) To purchase, take on lease, or in exchange, hire, renew or otherwise acquire and hold for any estate or interest and to let or sub-let in whole or in part any lands, buildings, easements, rights and privileges and any machinery, plant, stock in trade and any real and personal property of any kind and to erect, construct, equip, enlarge, alter and maintain any buildings, works and machinery necessary or convenient for the Club's business and, in pursuance of such powers to lay out funds of the Club.
 - c) To deal with the monies of the Club not immediately required and, if it shall think fit, invest these in any investments in which the Board is for the time being by law authorised to invest trust funds.
 - d) To hold shares in Nevill Golf Club Limited.
 - e) To borrow and raise loans not exceeding in aggregate the sum of £250,000 (unless so authorised by a resolution of a General Meeting of the Club) and to secure repayment thereof in such manner and upon such terms and conditions in all respects as the Board shall think fit.
 - f) To appoint the General Manager of the Club and such other staff as the Board shall deem desirable for the conduct of the business of the Club upon such terms and conditions as the Board shall determine.
 - g) To appoint and deal with all matters relating to the Golf Professional.
 - h) To alter any of the entrance fees and the annual subscriptions for membership without the requirement to obtain the prior approval of a General Meeting of the Club, with the exception that any increase in annual subscription be limited without such approval to a maximum of 15% in any one year.
 - i) To do all such other things as are incidental or conducive to the fulfilment of the objects of the Club, subject always to review from time to time by the Members in General Meeting.
- 15
- a) Notwithstanding the terms of Rules 1 and 14 of this part, in so far as they refer to the powers of the Board, the Board shall in the event of any offer for the Club, its shares in the Nevill Golf Club (Tunbridge Wells) Ltd or any of its other substantial assets that the Board considers has merit, refer the offer to a General Meeting.
 - b) Part II Rule 8 of these rules, in so far as it relates to simple majority decisions, shall not apply to a General Meeting called for the purpose of Rule 15 a).
 - c) Any resolution as far as it relates to such an offer, shall be carried by not less than 75% of the Members. Voting by email, or by post shall be allowed. The Club to issue individual numbered ballot papers to all Members (for the purposes of verification) the completed ballot papers may be submitted by hand, post or via email as an attachment.
- 16 Notwithstanding the terms of Rule 1 of this Part a dissolution of the Club shall be effected only in accordance with Part XI Rule 1.

PART IV THE CAPTAINS AND THE CAPTAINS' COMMITTEE

- 1 The Captains shall represent the Club on all appropriate occasions.

- 2 The Captains shall, through a committee called the Captains' Committee, be responsible for the playing and social activities of the Club, subject to these Rules and the decisions of the Board and of a General Meeting.
- 3 The Captains' Committee shall comprise the Captains, their Vice-Captains, the Veterans' Organiser or other representative of the Veterans, the Juniors' Organiser or other representative of the Juniors' organisation, and three other Members of the Club of at least three years' standing elected at the Annual General Meeting to serve for a period of not more than three years, but a retiring Member may be re-elected normally for not more than one further term not exceeding three years.
- 4 The Captains may, with the approval of the Board, co-opt not more than two additional Members at any one time of at least 3 years' standing to the Captains' Committee to serve until the next Annual General Meeting.
- 5 The Captains shall, for their year of office, decide upon arrangements for chairing the Captains' Committee meetings and, if they do not agree, the Chairman of the Board will decide.
- 6 The Captains' Committee shall have its own rules, supplementary to and elaborating the Rules in this Part, and in conformity with them but not forming part of these Rules, to be called the Captains' Committee Rules.
- 7 The Board may add to, repeal, alter or replace the Captains' Committee Rules provided that any alterations or additions to, or replacement of them, conform with these Rules.

PART V LADIES' SECTION

The lady Members shall elect their own Committee and manage their own affairs subject to and in conformity with the Rules and Bye-Laws of the Club and the rules of England Golf and shall select nominees for Ladies' Captain and Ladies' Vice Captain.

PART VI MEMBERSHIP AND REGISTER

CATEGORIES OF MEMBERSHIP

- 1 a) The following are the categories of Members who shall have full voting rights in the Club:-
 - Honorary Life Members
 - Honorary Playing Members
 - Full Playing Members
 - Young Persons aged 21-25 years
 - Young Persons aged 18-20 years
- b) The following categories shall be Associates of the Club:-
 - Country Associates (who have no residence or place of work within a radius of the clubhouse of 45 miles)

Overseas Associates (who satisfy the General Manager that they will live abroad for not less than 6 months in the Club's relevant subscription year and who shall be subject to such playing restrictions as the Board shall from time to time determine)
Social Associates (who have full use of the clubhouse facilities but who are not entitled to play golf at the Club except on the same basis as a playing Visitor)
Junior Members aged 14-17 years
Junior Members aged under 14 years

- c) The maximum number of Members or Associates in each category shall be fixed by the Board from time to time.
- d) The Board may, at its discretion, elect Honorary Playing Members (subject to periodic review), where they consider it appropriate for the good of the Club.
- e) The Board may recommend to a General Meeting the election of:
 - i) A President, who shall also be an Honorary Life Member
 - ii) Members or former Members as Vice Presidents
 - iii) Members or former Members as Honorary Life Members

REGISTER

- 2 a) The General Manager shall keep a Register in accordance with the Acts to include the postal addresses and other contact details of all Members and Associates.
- b) All Members and Associates must notify the General Manager of any change of postal address and contact details.

ADMISSION TO MEMBERSHIP

- 3 a) The Board shall be responsible for the admission of candidates to become a Member or Associate of the Club.
- b) Applications to become a Member or Associate shall be made in the first instance to the General Manager in such form as the Board shall prescribe. The procedure to be applied for the consideration of such applications shall be determined by the Board.

RESIGNATIONS

- 4 a) A Member or Associate intending to resign shall give the General Manager one month's notice in writing of his intention before the beginning of the Club's subscription period in any year. In default of such notice he will be liable for the subscription for the following year.
- b) A Member or Associate who resigns shall remain liable for any subscription or entrance fee due and unpaid at the date of his resignation and shall not be entitled to repayment of any part of any subscription or entrance fee already paid.
- c) A person who ceases to be a Member or Associate shall forfeit any claim upon the Club or its property or funds, which he had by virtue of his membership.

REJOINING

- 5 At the discretion of the Board a former Member or Associate may be permitted to rejoin on such conditions as it thinks fit.

DISCIPLINARY ACTION

- 6 a) If, in the opinion of the Board, the conduct of a Member or an Associate, other than a Junior Member, whether on the Club premises or elsewhere, prima facie warrants disciplinary action:-
- i) The Chairman of the Board shall, by letter sent by recorded delivery to the Member or Associate at his latest address recorded in the register of the Club, set out the allegations made against him and call for a written answer to them to be sent to the Chairman within 14 days from the date of posting.
 - ii) Upon receipt of the Member's or Associate's answer, the Board may give written notice to the Member or Associate of the possibility of the Board taking disciplinary action against him pursuant to this rule, and inform him of the date, time and place of the hearing, at which the Member or Associate may elect to present his case to the Board.
 - iii) If the Board considers that the allegations of misconduct are sufficiently serious, it may suspend the Member or Associate for a period not exceeding 8 weeks from the date of the posting of the first letter to him.
 - iv) If no reply is received within 21 days from the date of the posting of such notice, the Member or Associate will be deemed to have foregone his right to attend the hearing.
 - v) If the Member or Associate elects to attend the hearing, he may be accompanied by one other person, who may also address the hearing.
 - vi) The Board shall hear the evidence of any witnesses and may take into account their evidence.
- b) Following the hearing:-
- i) If two-thirds of the Board members present are in favour of the Member's or Associate's expulsion, he shall be expelled and cease to be a member.
 - ii) If, in the opinion of a simple majority of the Board members present, the conduct of a Member or Associate is such that it warrants disciplinary action other than expulsion, it may take such other action which it considers appropriate including suspension of playing rights or suspension from use of the clubhouse facilities.
 - iii) The Chairman of the Board shall notify the Member or Associate of the Board's decision and inform him, if appropriate, of his right of appeal against his expulsion or other disciplinary action.
- c) Appeal procedure:-
- i) If the Member or Associate wishes to appeal against the decision of the Board, he must do this in writing to the Chairman within 14 days of receipt of the Board's decision.
 - ii) On receipt of such an appeal, the Chairman will form an Appeal Committee consisting of four past Captains, not being members of the Board, under the chairmanship of a former Chairman of the Club, none of whom having any personal interest or involvement in the case, to hear the appeal.
 - iii) The Chairman of the Appeal committee shall notify the Member or Associate of the date, time and place of the Appeal hearing. If the Member or Associate elects to attend the hearing, he may be accompanied by one other person, who may also address the hearing.
 - iv) The Chairman of the Board shall provide the Chairman of the Appeal Committee with notes of the hearing before the Board and the reasons for the Board's decision.

- v) The Appeal Committee may take such other evidence as it thinks fit.
 - vi) The Appeal Committee's decision, which may be by a simple majority, shall be notified by the Chairman of the Appeals Committee to the Board and to the Member or Associate and shall be binding on all parties.
- d) A meeting of the Board or of the Appeal Committee convened to deal with a disciplinary matter under this rule shall be deemed to be, in addition, a committee for the purpose of rule 11.6 of the CONGU 2004 regulations and any alteration to or replacement of them.
- e) The Juniors' Organiser, in consultation with the General Manager and/or the Captains or either of them, may take such disciplinary action as he thinks fit against a Junior Member whose conduct he considers to warrant such action.
- f) Rule 4 c) of this Part shall apply to a person who has been expelled from the Club and he shall not be admitted to the course or the clubhouse.

PART VII ACCOUNTS

- 1 Proper books of account shall be kept and the Board shall procure that an accurate report and statement of the financial position of the Club as at the end of its preceding accounting year is presented at every Annual General Meeting of the Club.
- 2 The Club's accounting year is from 1st October to 30th September.
- 3 The Annual Accounts, to include an Income & Expenditure Account and a Balance Sheet at the year-end, shall be prepared, signed, audited, published and filed, all in accordance with the Acts.
- 4 The Club shall comply with the provisions of the Acts regarding the appointment, removal, powers, rights, remuneration and duties of the Auditors. The Auditors shall be entitled to attend any General Meeting and to receive all notices and other communications (other than voting forms) relating to any General Meeting which any Member is entitled to receive, and to speak at any General Meeting on any part of the business of the meeting which concerns them as auditors. The remuneration of the Auditors shall not exceed any limit imposed by or pursuant to the Acts.

PART VIII

SUBSCRIPTIONS, ENTRANCE FEES AND SWIPE CARDS

1. A 14-month subscription period will apply from 1st April 2017 to 31st May 2018. Thereafter the Club's subscription year will run from 1st June to 31st May.
2. Subscriptions, whether determined by the Board or at a General Meeting, are payable on the first day of the relevant subscription period and any entrance fees are payable upon election as a Member or an Associate where appropriate. On transfer to a Member category, Associates shall pay entrance fees and subscriptions appropriate to the category to which they are transferred.

3. Whether entrance fees are payable and the amount of any entrance fees shall be determined by the Board.
4. The Board is empowered to allow a Member or Associate to pay a reduced subscription for such period as it thinks fit.
5. The General Manager shall send a final request for payment to any Member or Associate whose subscription has not been received within fifteen days after it fell due.
6. Except as may be determined by the Board any Member or Associate whose subscription is not paid within thirty days of the date when it fell due will be excluded from membership of the Club.
7. Members and Associates may pay their subscriptions by monthly standing order or direct debit by use of whatever scheme or arrangement the Board may have sanctioned for this purpose.
8. All Playing Members and Associates, except Junior Members, shall be required to purchase for each of the Club's subscription periods, as detailed in rules 1 and 2 of this Part, a swipe card for the purchase of food and beverages of such amount and allowing such discount as the Board shall determine. Any part of the mandatory credit balance on a Member's or Associate's swipe card remaining unspent at close of business on the last day of each of the Club's subscription periods shall be cancelled and belong to the Club. Any additional credit purchased by Members or Associates shall not be cancelled and shall be carried forward into the following subscription period. For the purposes of this rule, Members or Associates shall be taken to have spent the mandatory credit balance on the swipe card before any additional credit balance."

PLAYING GUESTS, VISITORS & GREEN FEES

- 9
 - a) Playing Guests and Visitors shall pay such green or day fee as the Board shall from time to time decide. Their names and addresses and the name of the introducer, if any, shall be entered in the Visitors' Book and the green or day fee paid to the Professional or such other person nominated by the Board, prior to play or admission to the Club's facilities. They shall display on their golf bags a label showing proof of having paid a green fee. Subject to the terms of the Club's Registration Certificate, such Guests and Visitors may, on the days covered by their green fee or day fee or on which they are otherwise permitted to play, purchase intoxicating liquor from the bar and enjoy such other privileges of the Club as the Board shall from time to time determine.
 - b) No person whose application to become a Member or an Associate has been declined or who has been expelled from the Club shall knowingly be introduced as a Guest or play as a Visitor, nor shall such a person be included as a member of a visiting society.
 - c) A Member or a Playing Associate may introduce not more than three Guests (or such lower number as the Board may from time to time decide) at a reduced green fee on any one occasion. A Member or a Playing Associate introducing a Guest at a reduced green fee must play with him. The same Guest may not be introduced at a reduced green fee more than six times in any one calendar year.

PART IX NOTICES

- 1 Notices of Meetings of the Club and the business to be transacted at them to be sent to Members and Associates, other than Junior Members, in accordance with Part II Rule 5 and all other notices and communications for circulation to Members and Associates may be sent by email to all Members and Associates who have provided an email address, unless any such Member or Associate requests that they are sent to that Member or Associate by post. Notices and communications sent by post shall be deemed to have been delivered within 3 days of posting and those sent by email on the day that they were sent.

PART X SHARE CAPITAL

- 1 The capital of the Club shall consist of shares of a nominal value of £1 each.
- 2 Every adult Member of whatever category shall hold one share and no more in the capital of the Club. No person who is not a Member shall be issued with a share.
- 3 Each Member, who is aged 18 or over, of whatever category at the date of which these Rules take effect shall be allotted one share. £1 of the subscription next paid by each such Member shall be deemed to have been applied in subscribing for that share.
- 4 Any person admitted as an adult Member after the date on which these Rules take effect shall be allotted one share on admission to membership, and £1 of their first subscription shall be applied in subscribing for that share.
- 5 No share will be withdrawable or transferable to or by any Member, and no interest, dividend or bonus shall be payable on any share nor may it be held in trust for any other person. Any Member transferring or purporting or attempting to transfer a share or any interest therein or any rights associated therewith shall, if the Board so decides, be deemed to have resigned from the Club as from the date of such transfer or purported or attempted transfer.
- 6 The share of a Member shall be forfeited and cancelled when that Member ceases to be a Member for whatever reason, and any amount that might be due to the Member in respect of such share shall thereupon become the property of the Club.
- 7 The Club shall not be required to issue a certificate to any Member in respect of the share allotted to that Member.

PART XI DISSOLUTION

- 1 The Club may be dissolved at any time by a formal instrument of dissolution to which not less than 75% of the Members shall have given their consent as evidenced by their signatures to that instrument, and generally in accordance with the provisions of Sections 55 to 59 of the Industrial and Provident Societies Act 1965.

PART XII PROFITS

- 1 The Club is a non-profit making organisation.
- 2 All surplus funds will be used to improve the Club's facilities as determined by the Board in accordance with these Rules and reported from time to time to the Members. In the event that the Board determines that there is no reasonable prospect of such use for such funds, they will be donated to such charities as the Voting Members by simple majority decide.
- 3 If the Club is dissolved or discontinued, the balance of the Club's bank account after realisation of all assets and payments of all expenses may be distributed to the Members or given to a charity or charities decided upon by members at a General Meeting.

PART XIII SUPPLY OF INTOXICATING LIQUOR

- 1 The hours during which intoxicating liquor may be supplied in the clubhouse shall be in accordance with the Licensing Acts for the time being in force and of any conditions attached to any licence held by or on behalf of the Club for the supply of intoxicating liquor, or to any registration certificate granted in respect of Club premises, and shall be determined by the Board which shall be responsible for the observance of such Acts and conditions.
- 2 Subject to any restrictions, which may from time to time be imposed by the Board, all Members, Associates, Guests and Visitors, who are aged 18 or over, shall be entitled to admission to the Club premises and to be supplied with and/or sold alcohol for consumption on the Club premises.
- 3 No person shall be paid at the expense of the Club any commission, percentage or similar payment on or with reference to the purchase of intoxicating liquor by the Club, nor shall any person directly or indirectly derive any pecuniary benefit from the supply of intoxicating liquor by or on behalf of the Club to Members, Associates, Visitors or Guests, apart from any benefit accruing to the Club as a whole.

PART XIV LIABILITY

- 1 Neither the Club nor any member of the Board or of any Club committees nor any employee of the Club shall be liable to any Member, Associate, Visitor or Guest for any loss or damage to any property occurring from whatever cause in or about the Club premises, nor for any injury sustained by any Member, Associate, Visitor or Guest whilst on, entering or leaving the Club premises unless such liability arises from proven gross negligence.
- 2 Each employee from time to time of the Club, and each person who was or is from time to time a member of the Board or of any Club committee, shall (to the extent that such person is not entitled to recover under a policy of insurance) be entitled to be indemnified out of any and all funds available to the Club which may be lawfully so applied, against all costs, and liabilities whatsoever incurred by him or her in good faith in the execution or purported discharge of his or her duties in relation thereto, including any liabilities incurred by him or her in initiating, prosecuting or defending any proceedings, criminal or civil, which relate to anything done or omitted in good faith by him or her or alleged to have been done or

omitted by him or her as an employee or member of the Board or any sub-committee, as the case may be.

PART XV TRANSITIONAL PROVISIONS

- 1 The Rules of the former unincorporated association known as The Nevill Golf Club in force immediately before the making of these Rules are revoked but without prejudice to the validity of anything properly done under them or the decisions of the Board of the Nevill Golf Club
- 2 For the purposes of Part III Rule 3 and Part IV Rule 3 periods of service on the Board or the Captain's Committee of The Nevill Golf Club shall be taken into account.

NEVILL GOLF CLUB LTD BYE-LAWS

1. The Bye-Laws are made pursuant to Part 1 Rule 6 of the Rules but do not form part of the Rules.
2. Part 1 Rule 4 of the Rules (Interpretation and Definitions) shall apply, so far as applicable, to the Bye-Laws.

BYE-LAWS

Opening Hours

- 1 The course and clubhouse shall be open at such times as the Board may from time to time determine. Notice of such times shall be posted in the clubhouse.

Payment of Bar Dues

- 2 All Members and Associates shall pay their bar dues before leaving the clubhouse.

Dogs

- 3 Dogs are not allowed inside the clubhouse (with the exception of 'assisting dogs'). In the precincts of the clubhouse and on the course and practice ground they must be kept on a lead.

Complaints

- 4 Any complaints should be referred to the General Manager.

Dress

- 5 Members, Associates, Visitors and Guests must comply with the on course and clubhouse dress regulations as laid down by the Board from time to time and posted in the clubhouse.

Lockers

- 6 a) On application to the General Manager and payment of the appropriate rent, a locker for the sole use of a Member, or a Playing Associate will be allocated when available. That locker cannot be passed on to another Member or Playing Associate and must be vacated on ceasing to be a Member or Playing Associate.
b) Neither the Club nor the Board accepts any responsibility for property in a locker or not removed on termination of occupancy.

Buggies and Golf Carts

- 7 Members, Playing Associates and playing Guests and Visitors, shall be permitted to use buggies and single seat golf carts on the course, subject to such regulations and conditions as the Board shall from time to time determine.

Caddies

- 8 The Board may make such regulations as to the conduct and employment of caddies as it thinks fit.

Trolley Shed

- 9 A rent of such amount as the Board shall from time to time decide shall be paid annually by every Member and Playing Associate who keeps a trolley in the trolley shed.

Mobile Telephones

- 10 Mobile telephones shall not be used for live conversation in the clubhouse. They may be used for live conversation on the Club's property only in the car park. They may be taken on the course, provided that they are turned off, but only used in the case of emergency.

Non-Playing Visitors

- 11 Members or Associates may introduce their friends to the use of the clubhouse, provided that they accompany them. The name of the guest and of the introducing Member or Associate must be entered in the Visitors' Book.

Etiquette

- 12 It is the duty of every player to observe the provisions of Section 1 of the Rules of Golf "Etiquette: Behaviour on the Course". In particular, if a match fails to keep its place on the course and loses distance more than one clear hole on the players in front, it may be passed on request being made. The Board may restrict the times at which any Member or Playing Associate may be permitted to play, or impose other sanctions, if, in their

judgement, repeated complaints indicate that there is interference by such Member or Playing Associate with the enjoyment of the majority.

Proof of Membership

13 Every Member, Playing Associate and Junior Member shall display a label on his bag showing current membership or, on request, provide other such evidence showing current membership as the Board shall from time to time require.

Junior Members

14 Junior Members shall be admitted to the clubhouse and course under the rules relating to Juniors, which shall be drawn up by the Board to govern their conditions of play and conduct.

Signed	Member
Signed	Member
Signed	Member
Signed	Secretary