



**RULES
AND
BYE-LAWS**

**WEAR PARK
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EXETER
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RULES

1 NAME OF CLUB

The name of the Club is **THE EXETER GOLF & COUNTRY CLUB**.

2 DEFINITIONS

2.1 Within these rules the following words have the following meanings:

Adult Club Member means a Club Member who is 18 years of age or older;

Bridge Committee means the committee for the time being representing bridge members;

Bridge Member means a member of the Club who plays bridge at The Club;

Club means The Exeter Golf & Country Club;

Club Committee means the committee of the Club from time to time appointed in accordance with rule 18.1;

Club Member means a person who qualifies under the rules regarding subscriptions and shares who have been properly elected in accordance with these rules;

Club Subscription means the correct subscription of the Club together with any other fees or loans which may be levied from time to time;

Club Year means from 1 April to 31 March in any given year;

Company means The Exeter Golf & Country Club Limited (registered number 00228045) whose registered office address is at Wear House, Countess Wear, Exeter, Devon, EX2 7AE;

Directors means the board of directors of the Company from time to time;

Fitness Member means a members of the Club who pays the appropriate Sports Section Subscription;

General Manager means the person appointed in accordance with rule 6 to manage the affairs of the Club and Company;

Golf Member means a members of the Club who pays the appropriate Sports Section Subscription;

Head of Golf means the person to whom power is delegated in accordance with rule 6.2;

Head of Sports means the person to whom power is delegated in accordance with rule 6.2;

Honorary Member means a member of the Club elected in accordance with rule 16;

Junior Member means a member of the Club who is 17 years of age or younger;

Month means a calendar month;

President means a person elected in accordance with rule 18.11

Sports in the context of these rules the word **Sports** incorporates Leisure

Sports Committees means the committees for the time being representing members of each of the Sports Sections;

Sports Section means golf, squash & rackets, tennis or fitness;

Rackets Member mean a member of the Club who pays the appropriate Sports Section Subscription for tennis or squash.

Sports Section Subscription means the subscription for one or more Sports Sections;

Vice President means a person elected in accordance with rule 18.11.

2.2 In these rules, words in the singular include the plural and vice versa and words in one gender include any other gender.

3 **AIMS AND OBJECTIVES**

The key aims and objectives of the Company are to provide members, guests and visitors with the highest levels of customer satisfaction in all areas of the Company's business.

4 **PROPERTY AND FINANCE**

4.1 The property of the Club shall be vested in the Company which is solely responsible for all authorised expenditure in connection with the Club.

4.2 No member of the Club or any committee of the Club is authorised for such expenditure.

5 **MANAGEMENT**

5.1 The Directors will have complete financial and management control of the Club and the salaried staff.

5.2 The Directors are responsible for setting annual subscriptions and fees, and for determining the number of members and conditions of membership, details of which are available from the General Manager.

5.3 In addition to the responsibilities contained within rules 5.1 and 5.2, the following matters will be subject to the approval of the Directors and will not take effect until duly approved:

5.3.1 election of Honorary Members;

5.3.2 expulsion of Members; and

5.3.3 making changes or amendments to these rules and the bye-laws annexed to these rules.

6 GENERAL MANAGER

- 6.1 The General Manager will be appointed by and be responsible to the Directors.
- 6.2 The General Manager is entitled to delegate certain of his duties to the person occupying positions within the Senior Management Team. The General Manager will act at all times in accordance with the requirements of the Directors.

7 ELECTION OF MEMBERS

- 7.1 The election of Club Members is vested in the Club Committee at the discretion of the Directors.
- 7.2 A candidate seeking election must be proposed and seconded by two Adult Club Members, and who will sign the proposal form provided by the Club. All such proposers must have known the candidate for at least 12 months and shall not themselves be immediate family members e.g. mother, father, son, daughter, brother, sister.
- 7.3 If a candidate cannot comply with the above requirements, references from a previous sports club will be requested or action taken as directed by rule 15.12.
- 7.4 A candidate for election will be balloted for by the Club Committee. A member of the Club Committee unable to attend the ballot, may vote by sending a letter addressed to the General Manager to be received before the Club Committee meeting at which the ballot is taking place.
- 7.5 A candidate who receives more than two thirds of the votes cast will then be declared elected.
- 7.6 An elected candidate will become a Club Member on purchasing 10 shares in the Company at par value (it being acknowledged that the par value per share is £1.00) from shares transferred from ex-members and making satisfactory arrangements for the payment of their entrance fee, subscription and any other levies or charges required to be paid (e.g. compulsory amounts charged and put on members' cards).

8 MEMBERSHIP

- 8.1 Each Club Member will pay the annual Club Subscription as determined by the Directors.
- 8.2 The payment of the Club Subscription by a Club Member entitles the Club Member to all facilities and privileges of the Club except those facilities and privileges relating to a Sports Section.
- 8.3 The payment of a Sports Section Subscription by a Club Member entitles the Club Member to all the facilities and privileges of the relevant Sports Section subject to the provision of rule 7.6.
- 8.4 The payment of any of the above subscriptions indicates full acceptance of the rules and bye-laws in force from time to time, provided any amendments have been notified by placing a notice on the Club notice board, and at the Club's discretion, by placing it on its website.

9 **PAYMENT OF SUBSCRIPTIONS**

The subscription year of the Club currently commences on 1 April when all fees and subscriptions for the following 12 months become payable on terms acceptable to the Directors. However for new members joining after 1 April the first subscription year will run from the date the membership commences until 31 March and in the following years from 1 April to 31 March pro rata.

10 **NON-PAYMENT OF SUBSCRIPTIONS**

- 10.1 Club Members who are in arrears, may have their names posted on the appropriate notice board of the Club on or around 1st May in each year unless they have provided the Club with an acceptable explanation of non-payment.
- 10.2 No Club Member is entitled to the use of the Club and any of the facilities and privileges of the Club until their current subscription for both the club and associated section is paid.
- 10.3 If any Club Member allows their subscription to remain unpaid for three months, their name may be removed from the list of Club Members but may be reinstated on payment of all arrears and at the discretion of the Club Committee.
- 10.4 Any arrears of the Club Subscription outstanding at the end of three months may be deducted from any pre-paid amounts on the membership card issued by the Company to the Club Member and from any loan made by the Club Member to the Company and owing by the Company to the Club Member and any such loan will be repaid when it will be due for repayment, less the amount of any deduction so made.

11 **ADDRESSES**

Each Club Member shall notify the General Manager of any change of address and email address and all notices sent to his last known address or email address will be considered as duly delivered.

12 **GUESTS**

- 12.1 Every Adult Club Member is entitled to introduce guests to the Club on condition that the Adult Club Member introducing the guest is responsible for the conduct, behaviour and the entry of the name, address and contact details of such guests in the visitor's book.
- 12.2 No person will be introduced as a guest who has been expelled from the Club, or whose conduct is considered by the Directors to be objectionable.
- 12.3 Club Members can invite multiple individuals to the club as a guest, but no same person may visit more than three times in any calendar year. Guests of the club may visit without member invitation for specified classes, coaching or events without limitation on number of visits. All guest visits are recorded at Reception.

13 **GOLF, TENNIS, SQUASH, FITNESS, LEISURE AND SWIMMING POOL GUEST AND VISITOR FEES**

The names of playing guests and visitors must be entered in the register of sports fees and the appropriate fee paid before they commence playing or using the swimming pool.

14 **RESIGNING AND REJOINING**

- 14.1 In the event of a Club Member wishing to relinquish their membership, they must give notice in writing to the Club before 1 March in any year. They must also understand that their membership year runs from when it commenced until 31 March in their first year, and in following years, from 1 April to 31 March. Members wishing to cancel their membership at the end of the pro rata year must provide one month's notice to be entered in the membership database as resigned, otherwise they will be classified as lapsed.
- 14.2 Club membership is for a full year and there is no rebate for a part-year should circumstances give a Club Member cause to resign their membership before the end of any membership year regardless of the method of payment. The same rules apply to Club Members belonging to any Sports Sections including golf, fitness and rackets. In the event that a Club Member resigns their membership due to a material breach of these rules by the Club or the Company, a proportional part of the Club Member's subscription for the unused year will be returned.
- 14.3 Any Club Member having resigned from the Club may offer himself for re-election.

15 **TEMPORARY MEMBERS**

- 15.1 Temporary membership is only available to visitors and guests of current members.
- 15.2 Temporary Members are required to be proposed by current members in accordance with the procedure set out in rule 7.
- 15.3 The Club Members are responsible for the behaviour and conduct of all temporary members that use the Club.
- 15.4 Temporary Club membership is a pre-requisite of being a temporary Sports Section member.
- 15.5 A Sports Section Subscription must be paid in advance of using any of the facilities of a Sports Section.
- 15.6 Temporary membership rates include VAT at the rate prevailing for the time being.
- 15.7 Membership cards will be issued with validity dates and must be carried at all times.
- 15.8 Temporary membership is only available for up to a maximum of three months.
- 15.9 If a temporary member applies to become a full member, there will be no refund of the amount paid in relation to the temporary membership for periods prior to election to full membership.
- 15.10 Once a subscription is paid, no refunds will be issued unless the Club or Company commits a material breach of these rules, in which event the temporary member will be entitled to a pro rata refund.
- 15.11 Junior rates are applicable to children from two years to seventeen years at the time of application.
- 15.12 **Candidates without Sponsors**
- 15.12.1 A candidate may be offered, from receipt of the application form, interim

membership of the Club for one year, provided that after perusal of the information given on the form, the Club Committee are of the opinion that the candidate appears to be acceptable for membership of the Club. Copies of two forms of identity of the candidate (e.g. Driving Licence, Passport and Council Tax bill) will be required.

15.12.2 The annual subscription and entrance fee will be payable on submission of the application form. The candidate will then be allowed to enjoy all the privileges of the class of membership for which they are applying.

15.12.3 In the event of the Club Committee denying membership of the Club candidate, the candidate's temporary membership will cease forthwith and any subscription and fees paid will be refunded to the candidate.

15.12.4 Provided that no member of the Club has raised a valid objection to the candidate becoming a member, the candidate after the expiry of 12 calendar months from the initial receipt of the application, will automatically transfer from temporary membership to full membership and the candidate will be required to purchase at least 10 shares in the Company.

15.13 Candidates with Sponsors

15.13.1 In order to allow a prospective candidate to enjoy the privileges and use of the Club from the outset, on submission of the application form for membership, a candidate will be required to submit payment of the fees and subscriptions due whereupon the candidate will become an interim member of the Club.

15.13.2 This class of membership will change to full membership on ratification by the Club Committee at its first meeting subsequent to the receipt of the application. In the event of the Club Committee denying membership of the Club to the candidate, the candidate's temporary membership will cease forthwith and any subscription and fees paid will be refunded to the candidate.

16 HONORARY MEMBERS

16.1 Honorary Members will be elected by the Directors. The Club Committee may make recommendations to the Directors for the election of Honorary Members.

16.2 Honorary Members will be entitled to all the benefits and privileges of membership but they will not be qualified to be officers or members of any Committee or to vote regarding the Company or Club.

17 GENERAL MEETINGS

17.1 An annual general meeting of the Club and of each Sports Committee will be held in each year at a time and a location determined by the respective committees for the purposes of the election of officers and committee members and for the passing of resolutions and other business as approved in accordance with these rules and by-laws.

17.2 Any of the Club's committees, as defined in rule 18, may call an extraordinary general meeting of its members when any matter of urgent importance may occur, and in any event they will be bound to do so within one calendar Month of receiving a requisition

signed by not less than 25 members of the Club or Sports Section concerned.

- 17.3 At least 21 days' notice will be given of any general meeting by the placing of a notice on the relevant notice board of the Club, and at the Club's discretion on its website specifying the location, date and time of the meeting and the business to be transacted at the meeting.
- 17.4 Any Adult Club Member may attend and vote at any general meeting of the Club and any member of a Sports Section aged 18 or over may attend and vote at the general meeting of the Sports Sections of which they are a member.
- 17.5 A quorum at any general meeting pursuant to this rule 17 will be 10 members of the relevant Sports Section, if the meeting relates to a Sports Section, or 10 Club Members, if the meeting relates to the Club.
- 17.6 Any Club Member qualified to vote at a general meeting and who wishes to submit a resolution for consideration at a general meeting, should send a copy of any proposed resolution to the General Manager at least 6 weeks before the meeting. The Club Committee will consider the resolution and include it in its business to be transacted at the meeting if deemed appropriate.
- 17.7 A general meeting will have power to recommend new rules or alterations or amendments to any existing rule to the Directors.
- 17.8 Any proposed new rule or alteration or amendment will be stated in the notice convening the meeting.
- 17.9 The Directors will be under no obligation to accept the proposed new rule, or alteration or amendment.
- 17.10 Unless otherwise stated in these rules, all decisions made at a meeting of the Club or Sports Section (as the case may be) will be by simple majority of those present and voting.

18 COMMITTEES

18.1 The Club Committee

18.1.1 The Club Committee consists of the President, Vice President and up to six Club Members, as determined by the Directors from time to time, elected in accordance with these rules and two nominated members, one lady and one man from the Golf Committee, Tennis Committee, and Squash & Rackets Committee, one member from the Fitness Committee and Bridge Committee. All of these members will be nominated and elected at the annual general meeting of the Club.

18.1.2 If a Club Committee member shall for three consecutive months have been absent without apology, and approval of the Club Committee, from meetings of the Club Committee held during that period and the Club Committee resolve that his/her office be vacated, the Club Committee may seek approval of the Directors to terminate the office.

18.1.3 The Club Committee will be responsible for the following matters:

18.1.3.1 election of Members;

- 18.1.3.2 making recommendations to the Directors for the election of Honorary Members;
- 18.1.3.3 informing the Directors of any decision relating to the suspension and expulsion of Members;
- 18.1.3.4 coordinating the submission to the Directors of all recommendations or other matters from the Sports Committees requiring the consideration and/or approval of the Directors;
- 18.1.3.5 the introduction of rules and bye-laws thought necessary for the efficient running of the Club which will be subject to the approval of the Directors; and
- 18.1.3.6 any other matters which may from time to time be delegated by the Directors to the Club Committee.

18.2 Sports Committees

All Sports Committees have the right to interview prospective members of their Sports Section prior to their acceptance by the relevant Sports Section.

18.2.1 Golf Committee

- 18.2.1.1 The Golf Committee consists of the men's captain and vice-captain, the ladies' captain and vice-captain and six Golf Members elected in accordance with these rules (**Golf Committee**).
- 18.2.1.2 The Golf Committee is responsible for:
 - 18.2.1.2.1 the organisation of golf competitions, matches and tournaments;
 - 18.2.1.2.2 recommendations to the Head of Golf and General Manager as to the use of the golf course;
 - 18.2.1.2.3 advice on golf matters;
 - 18.2.1.2.4 the submission of recommendations to the Head of Golf and General Manager on matters relating to any aspect of course usage, maintenance or improvements; and
 - 18.2.1.2.5 the organisation of social events and other similar activities relating to the golf Sports Section.

18.2.2 Ladies' Golf Committee

- 18.2.2.1 The Ladies' Golf Committee consists of the ladies' captain, ladies' vice-captain and six lady Golf Members elected in accordance with these rules (**Ladies' Golf Committee**).
- 18.2.2.2 The Ladies' Golf Committee has the power to nominate a lady golf member to serve on the Golf Committee.

18.2.2.3 The Ladies' Golf Committee is responsible for recommending rules and regulations to the Golf Committee governing their organisation of competitions, matches and tournaments.

18.2.2.4 All rules and regulations are subject in all respects to the rules and regulations made by the Golf Committee.

18.2.2.5 The Ladies' Golf Committee is also responsible for the organisation of social events and other similar activities.

18.2.3 **Greens Committee**

The Golf Committee may appoint a sub-committee to be called the Greens Committee to advise the Club on all matters concerned with the day to day use of the course and to make recommendations to the Golf Committee on all aspects of course maintenance and improvements including associated environmental aspects.

18.2.4 **Squash & Rackets Committee**

18.2.4.1 The Squash & Rackets Committee consists of the ladies' and men's captains, ladies' and men's vice-captains and six squash & rackets members elected in accordance with these rules (**Squash & Rackets Committee**).

18.2.4.2 The Squash & Rackets Committee is responsible for the arrangement of squash and rackets competitions, matches and tournaments, social events and the submission of recommendations to the General Manager for rules and regulations relating to the use of the squash and rackets facilities.

18.2.5 **Tennis Committee**

18.2.5.1 The Tennis Committee consists of the ladies' and men's captains, ladies' and men's vice-captain and six Tennis Members elected in accordance with these rules (**Tennis Committee**).

18.2.5.2 The Tennis Committee is responsible for the arrangement of tennis competitions, matches and tournaments, social events and the submission of recommendations to the General Manager for rules and regulations relating to the use of the tennis facilities.

18.2.6 **Bridge Committee**

18.2.6.1 The Bridge Committee consists of a chairman, vice chairman and eight bridge members elected in accordance with these rules (**Bridge Committee**).

18.2.6.2 The Bridge Committee is responsible for the arrangement of bridge competitions, matches and tournaments, social events and the submission of recommendations to the General Manager for rules and regulations relating to the use of the

bridge facilities.

18.2.7 **Fitness Committee**

18.2.7.1 The Fitness Committee consists of a chairman, vice chairman and six Fitness Members decided in accordance with these rules (**Fitness Committee**).

18.2.7.2 The Fitness Committee is responsible for the arrangement of social events and the submission of recommendations to the General Manager for rules and regulations relating to the use of the Fitness facilities.

18.3 **Chairman, Captain and Vice-Captain**

18.3.1 Each Sports Committee will elect its own chairman and vice chairman, or men's captain and vice-captain and ladies captain and vice-captain, as the case may be.

18.3.2 In a meeting of a Sports Committee where the captain, or chairman are present, the chairman, if present will have the casting vote, and otherwise the captain will have the casting vote.

18.3.3 Subject to rule 18.3.2, in a meeting of a Sports Committee where the captain and chairman are absent and the vice-captain or vice chairman are present, the vice chairman, if present will have the casting vote, and otherwise the vice captain will have the casting vote.

18.4 **Sub Committees**

All Committees will have the power to appoint sub-committees they may consider desirable and will have the power to delegate to such sub-committee as they wish.

18.5 **Co-option to Committee**

18.5.1 All Committees have the power to co-opt members onto their sub-committees to assist them in the performance of their duties.

18.5.2 Co-opted members hold their position until the end of the Club Year or until removed by the elected committee.

18.5.3 A co-opted member will not serve for more than two consecutive years as a co-opted member but may be elected to serve on the committee at the next annual general meeting.

18.6 **Quorum**

18.6.1 Except as otherwise stated in these rules, five members of each committee form a quorum for the Club Committee and each Sports Committee.

18.6.2 All decisions of a committee will be by a simple majority unless otherwise stated.

18.7 **Retirement of Committee Members**

Members elected to serve on the Club Committee or a Sports Committee will hold office for a period of three years, after which they will retire and will not be eligible for re-election for one year.

18.8 Election of Committee Members

18.8.1 Members will be elected to fill vacancies on the Club Committee at the Annual General Meeting of the Club and on the Sports Committees at the annual general meeting of the relevant Sports Section.

18.8.2 Each Committee may nominate for election to a Committee, as many members as there are vacancies.

18.8.3 Any two members of the Club or of a Sports Section may nominate a third member of the Club or Sports Section for election to the appropriate Committee in which case they will forward the nominees' name, together with their own names, to the General Manager not later than 14 days before the annual general meeting of the Club or of the Sports Section concerned.

18.8.4 If the number nominated exceeds the number of vacancies on the Committee, the election will be determined by a vote of all eligible members attending the annual general meeting.

18.8.5 If a vacancy on the Club Committee or a Sports Section Committee occurs during the year, the Committee will have the power to appoint a Club Member or respective Sports Section Member to fill the vacancy.

18.8.6 The person appointed will hold office until the next annual general meeting when they will be eligible for election as a member of the Committee.

18.9 Regulations

Each of the Sports Section Committees will make recommendations to the Club Committee for the implementation of regulations and bye-laws as they from time to time think necessary and all regulations and bye-laws will be binding upon all Club Members as soon as they are approved by the Directors and placed upon on the appropriate notice board of the Club and on the Club's website.

18.10 Funds

Each Committee will have the power to raise funds by competitions and social activities and will also have control over the funds so raised. An examined statement of account will be presented to the appropriate annual general meeting.

18.11 Election of President and Vice President

The President and Vice President will be elected by the Club Members at the annual general meeting of the Club.

19 AMENDMENTS TO RULES AND BYE-LAWS

19.1 Each of the Sports Section Committees has the power to recommend amendments to the rules and bye-laws to the Directors in accordance with the procedures set out in rule 18.1.3.4.

19.2 The Directors, may make amendments to the rules and bye-laws, including those

recommended by each Sports Section committee (if applicable), as they in their absolute discretion see fit.

19.3 Club Members will be given at least one month's notice of any material changes to the rules and bye-laws and the amended rules and bye-laws will then apply.

19.4 If a Club Member objects to the amendments, they may request that their membership be terminated by giving the Club at least one month's notice of their intention to terminate. The request will be considered by Club Committee. At the end of the one month notice period, the Club Member will no longer be a member of the Club. Upon expiry of the notice, the Company will refund to such Club Member a proportional part of the subscription for the unused year if agreed by Club Committee.

20 **COMPLAINTS**

20.1 Any complaints received by the Club may be dealt with in accordance with rule 26 below in appropriate circumstances.

20.2 All complaints will be in writing signed by the complainant and addressed to the General Manager who, if he is unable to deal with it, or if so requested, will submit it to the Directors whose decision will be final.

20.3 If a member has cause to complain about a member of staff, the complaint must be submitted via appropriate channels either the General Manager or Chairman. Personal reprimands by Club Members towards staff are not permitted.

21 **PAYMENT OF ACCOUNTS**

A Club Member must fully pay whatever expenses they incur in the Club (including those of their guests) before leaving the Club, unless they are a guest of the Club paying for an event by invoice.

22 **PROPERTY OF MEMBERS, GUESTS AND VISITORS**

The Club bears no responsibility for loss or damage to the property of Club Members, guests or visitors within the premises of the Club or grounds, nor for any loss or damage of or to their cars or other vehicles, or contents. The exception to this is if a car or property is damaged by a golf ball leaving the course as the Club has specific insurance to cover this.

23 **PUBLIC LIABILITY**

Club Members are reminded that the Club is not responsible for any injury, loss or damage caused or suffered by Club Members or guests on the premises of the Club by reason of the act or default of any Club Member, guests or visitors.

24 **CLUB HOURS**

The opening hours during which intoxicating liquors may be served in the Club will be as specified from time to time and as advertised within the Club. The sale of intoxicating liquors is in accordance with alcohol licences and the nominated licence holder as per the law.

25 **MEMBERS CODE OF CONDUCT**

25.1 Code of Conduct

- 25.1.1 Behaviour and personal conduct must at all times be of a high standard and reflect favourably on the Club. Language in public or relevant group situations must always be appropriate and socially acceptable.
- 25.1.2 Consumption of alcohol will be in accordance with the law of England and Wales and no Club Member will provide alcohol to another in contravention of any legal requirement or prohibition.
- 25.1.3 Personal appearance of Club Members will be appropriate to the circumstances, and as indicated by Club policy (i.e. use of bathing suits whilst swimming etc).
- 25.1.4 Possession, consumption or distribution of illegal and performance enhancing drugs is strictly forbidden on Club property and may be considered injurious to the character and/or interests of the Club. Club Members could be expelled in accordance with the Club's disciplinary procedures and rules.
- 25.1.5 All Club Members are expected to behave without discrimination on the grounds of age; disability, gender reassignment; marriage and civil partnerships; pregnancy and maternity; race; religion or belief; sex or sexual orientation.
- 25.1.6 Club Members are expected to respect the authority and decisions of all officials presiding over sporting events in which Club Members participate, and should treat other competitors and visiting teams with respect in victory and defeat.

26 **DISCIPLINARY HEARINGS, EXPULSION, SUSPENSION AND OTHER SANCTIONS**

- 26.1 The Club recognises that when dealing with any disciplinary matter against a Club Member the principles of natural justice must always apply.
- 26.2 Therefore every Club Member is entitled to:
 - 26.2.1 know the nature of any allegation(s) made against him/her;
 - 26.2.2 attend a disciplinary hearing before any decision is made; however a temporary suspension in the case of misconduct or gross misconduct may be applied if appropriate during investigation.
 - 26.2.3 the right to be accompanied by a companion during any disciplinary procedure;
 - 26.2.4 reasonable notice by the Club at each stage of the disciplinary procedure; and
 - 26.2.5 fair, impartial and consistent treatment throughout any disciplinary procedure.
- 26.3 **Types of Offences**
 - 26.3.1 There are two types of offences:
 - 26.3.1.1 Misconduct; and

26.3.1.2 Gross Misconduct.

26.4 Misconduct

26.4.1 Offences considered to be minor in nature and will normally be dealt with by the General Manager unless there are repeated warnings of Misconduct in which case the General Manager may refer any further complaint to the Club Committee for a decision to be taken as to whether the matter should be treated as Gross Misconduct.

26.4.2 Whilst not exhaustive examples of Misconduct include:

26.4.2.1 rudeness or discourteous behaviour towards Club employees, or Club Members;

26.4.2.2 failing to pay guest fees;

26.4.2.3 breaching the Club's Smoking rules;

26.4.2.4 the consumption of food and drink within the licensed premises and adjoining outside seating areas which has not been purchased from the club

26.4.2.5 misuse of Club property;

26.4.2.6 refusal to obey a reasonable request by a Club employee;

26.4.2.7 minor and unintentional breaches of the Club's Health and Safety Policy;

26.5 Gross Misconduct

26.5.1 Offences considered to be serious in nature and which may lead to a Club Member's expulsion or some other sanction imposed by Club Committee.

26.5.2 Whilst not exhaustive, examples of Gross Misconduct include:

26.5.2.1 repeated instances of Misconduct (i.e. if a Club Member is subject to two or more unexpired written warnings at the date of the further complaint being received);

26.5.2.2 physical assault and/or the use of threatening or offensive behaviour towards a Club employee, Club Member, guest or visitor;

26.5.2.3 deliberate or consistent breach of Club Rules and/or Bye Laws;

26.5.2.4 theft;

26.5.2.5 deliberate or reckless damage to Club property;

26.5.2.6 bringing the Club into serious disrepute;

26.5.2.7 causing loss, damage or injury through serious negligence;

26.5.2.8 serious breach of the Club's Health and Safety Policy;

- 26.5.2.9 unlawful discrimination of any kind towards a Club employee, Club Member, guest or visitor including bullying, harassment or discrimination on the grounds of age; disability; gender reassignment; marriage and civil partnership; pregnancy/maternity; race; religion or belief; sex and sexual orientation;
- 26.5.2.10 conviction for a criminal offence that in the Club's opinion may affect its reputation or its relationships with Club employees, Club Members, or otherwise affects a Club Member's suitability to continue to be a Club Member.

26.6 Procedure

- 26.6.1 Save in exceptional circumstances (e.g. where the General Manager is potentially conflicted or is a witness), on receipt of a written complaint from a Club employee, Club Member, or some other individual who may be associated with the Club (e.g. on-site contractors or delivery persons) the General Manager will deal with any complaint in the first instance. This is without prejudice to the either the Directors' or General Manager's right(s) to initiate disciplinary action themselves in appropriate circumstances.
- 26.6.2 The General Manager will decide (in conjunction with the President or legal advisors if appropriate) whether there is any merit to the complaint and, if so, whether it can be dealt with under the Misconduct Procedure, or is potentially of a more serious nature whereby the Gross Misconduct Procedure should apply.
- 26.6.3 Whenever disciplinary action is instigated against a Junior Member all correspondence and communications will be directed via the Junior Member's parent, guardian or other nominated responsible adult person.

26.7 Misconduct Procedure

- 26.7.1 If following the consideration of a written complaint in accordance with rule 26.6 above the General Manager decides that the offence falls under Misconduct, he will write to the Club Member concerned outlining the nature of the complaint and enclosing a copy of any written complaint, statement(s) and other relevant document(s).
- 26.7.2 The Club Member will be given 7 days in which to respond in writing to any complaint before any decision is taken by the General Manager.
- 26.7.3 Thereafter the General Manager will write to the Club Member with his decision (having taken into account any representations made by the Club Member in accordance with rule 26.7.2 above). Alternatively, and at the General Manager's discretion, he may request a meeting with the Club Member before making any decision.
- 26.7.4 Where the General Manager determines that the complaint(s) is/are well founded against the Club Member sanctions open to the General Manager include:
 - 26.7.4.1 no further action;

- 26.7.4.2 a request that the Club Member apologies to the complainant; and/or
- 26.7.4.3 a formal written warning.
- 26.7.5 A record of any action taken by the General Manager (including copies of the original complaint and any other relevant documents) will be kept on file.
- 26.7.6 Any formal written warning given by reference to either clauses 26.7.4.3 above or 26.11.2.4 below remain live and will expire in 12 months from the date of the warning.
- 26.7.7 A Club Member has the right of appeal against any decision by writing to the President within 7 days of the General Manager's decision setting out any grounds for appeal.
- 26.7.8 On receipt of a Club Member's appeal in accordance with rule 26.7.7 above the President will review the General Manager's decision. The President may in his discretion request that another member of the Club Committee or, in appropriate circumstances, a Director deal with any appeal.
- 26.7.9 The President will confirm their decision to the Club Member normally within 7 days of receiving a request to appeal. The President may revoke, or uphold the General Manager's decision, or impose some other sanction (but which cannot be more serious than the original sanction) as the President decides is reasonable in all the circumstances.
- 26.7.10 There will be no further right of appeal against any decision of the President.

26.8 **Gross Misconduct Procedure**

- 26.8.1 If following consideration of a written complaint making allegations against a Club Member in accordance with rule 26.6 above, the General Manager decides that the alleged offence may amount to Gross Misconduct he will write on behalf of the Directors to the Club Member concerned outlining the nature of the allegations and enclosing a copy of any written complaint.
- 26.8.2 The President, General Manager or a Director may in their discretion (and whether or not in consultation with other Club Committee members) decide to temporarily suspend the Club Member whilst the complaint is investigated in more detail. In those circumstances rule 26.9 will apply.
- 26.8.3 The Directors will require the General Manager (or some other appropriate person as the Directors at their discretion may decide) to investigate the written complaint in more detail and, accordingly, who will act as the Investigating Officer on behalf of the Club.
- 26.8.4 Following any investigation by the Investigating Officer, he/she will write to the Club Member detailing:
 - 26.8.4.1 if there is sufficient evidence for the matter to proceed to a disciplinary hearing then the specific allegations which the Club Member will need to formally respond to;
 - 26.8.4.2 copies of all witness statements and other supporting documents

that are relevant to the allegations and which will be relied upon at the disciplinary hearing;

- 26.8.4.3 the date, time and location of the disciplinary hearing;
- 26.8.4.4 the composition of the disciplinary panel;
- 26.8.4.5 the right for the accused Club Member to be accompanied at the disciplinary hearing by a fellow Club Member who is not involved with the disciplinary proceedings, and who must not be acting in a professional capacity (e.g. a legal adviser);
- 26.8.4.6 the right for the Club Member to submit any written evidence in good time so that it can be considered at the disciplinary hearing; and
- 26.8.4.7 confirmation as to whether any temporary suspension (if relevant) will continue until the disciplinary hearing has been concluded.

26.9 Temporary Suspension

- 26.9.1 By reference to rule 26.8.2 the President (or a Director) may decide to suspend a Club Member (and whether or not formal allegations have been made against the Club Member) pending conclusion of any investigation or disciplinary hearing.
- 26.9.2 The temporary suspension of a Club Member does not imply any guilt on the part of the Club Member and it should therefore be regarded as a neutral act.
- 26.9.3 During any temporary suspension the Club Member should not attend the Club's premises (or use any of its facilities) for any reason whatsoever, and any queries should be directed to the Investigating Officer.

26.10 Disciplinary Hearing

- 26.10.1 For the purposes of conducting any disciplinary hearing the Directors will appoint a disciplinary panel which will consist of the President (or his appointee) together with two Club Committee members. The President will have overall conduct of the disciplinary hearing.
- 26.10.2 A note taker will be required to attend but will not be involved in the disciplinary hearing other than for the purposes of taking a note of the proceedings.
- 26.10.3 A record of the disciplinary hearing (and any subsequent appeal hearing) will be kept on file.
- 26.10.4 Under no circumstances will recording devices be used covertly at any disciplinary hearing including at any subsequent appeal hearing. A device can only be used if agreed by both parties.
- 26.10.5 The Club Member may request that any supporting documents be put before the disciplinary panel, however any such evidence should be submitted via the Investigating Officer not less than 3 clear days before the disciplinary

hearing.

- 26.10.6 The Investigating Officer will conduct the disciplinary hearing which will consist of the following procedure:
- 26.10.6.1 the Investigating Officer will outline the case against the Club Member;
 - 26.10.6.2 the Investigating Officer will call witnesses in support of the allegations made against the Club Member. In each case once the Investigating Officer has asked any supplemental questions (i.e. to clarify points arising out of any witness statement) the Club Member may ask questions of the Club's witnesses followed by the disciplinary panel;
 - 26.10.6.3 Once the Investigating Officer has completed the presentation of the Club's evidence the Club Member may call his/her witnesses and the process in 26.10.6.2 above is repeated save that the Club Member will start first;
 - 26.10.6.4 Once any witness evidence has been completed the Investigating Officer and Club Member may make closing submissions to the disciplinary panel;
 - 26.10.6.5 The disciplinary panel will then retire to consider its decision;
 - 26.10.6.6 Unless the disciplinary panel decides to reserve its decision (i.e. to be given subsequently in writing) then the disciplinary panel will give its decision verbally to the Club Member, together with confirmation of any sanction details of which are set out in rule 26.11 below;
 - 26.10.6.7 Following the conclusion of the disciplinary hearing (or if any decision was reserved) the President (or his appointee) will confirm both the disciplinary panel's decision in writing and the Club Member's right of appeal if appropriate.
- 26.10.7 Any individual who is accompanying the Club Member to the disciplinary hearing may make representations, ask questions and sum up the evidence but will not be allowed to answer questions on the Club Member's behalf. The Club Member may confer privately with his companion at any time during the hearing.

26.11 Sanctions

- 26.11.1 For decisions against Club Members that amount to Misconduct then rule 26.7.4 above applies.
- 26.11.2 In the event a disciplinary panel decides that a Club Member has committed an act of Gross Misconduct then the following sanctions may apply:
- 26.11.2.1 expulsion;
 - 26.11.2.2 suspension;
 - 26.11.2.3 imposition of restrictions on the rights that the Club Member may

enjoy while remaining a Club Member as the disciplinary panel may determine;

26.11.2.4 formal written warning; or

26.11.2.5 no further action.

26.11.3 A Club Member who is expelled from the Club shall forthwith cease to be a Member and shall forfeit all rights and privileges of membership of the Club but without prejudice to his or her liabilities and obligations existing at the time the expulsion took effect. No refund shall be made to the Club Member of any part of the entrance fee, club subscription or other monies save for any refund at par value due on a Club Member's share.

26.11.4 A Club Member who is suspended shall forfeit all rights and privileges of membership for the duration of his or her suspension but without prejudice to his or her liabilities and obligations existing at the time the suspension took effect.

26.11.5 A Club Member who is expelled or suspended shall forthwith return his or her membership card to the General Manager and, in the case of a suspended Club Member, it shall be reissued following completion of the period of suspension. A Club Member, having been expelled or suspended, shall not (whether in his or her capacity as a Club Member or otherwise) be entitled to enter the Club's premises from the date of such Club Member's expulsion or at any time during the period of his or her suspension. For external events, members who have been expelled from the club must seek approval to attend from the General Manager or Chairman.

26.12 Appeal

26.12.1 For appeals against Misconduct decisions by the Club then rules 26.7.7 to 26.7.10 above apply.

26.12.2 A Club Member has the right to appeal against any decision relating to his or her committing an act of Gross Misconduct (including any sanction) following any disciplinary hearing.

26.12.3 A Club Member who wishes to appeal should write to the President (or his appointee) within 7 days of the date of any Gross Misconduct decision was made by the disciplinary panel setting out the grounds for any appeal.

26.12.4 On receipt of any request to appeal the Investigating Officer will write to the Club Member confirming the:

26.12.4.1 date, time and location of the appeal hearing;

26.12.4.2 composition of the appeal hearing panel; and

26.12.4.3 the right for the Club Member to be accompanied to the appeal hearing by a fellow Club Member.

26.12.5 The appeal hearing panel will consist of three Club Committee members (one member acting as chair) and shall be individuals who have had no prior involvement in the disciplinary proceedings.

- 26.12.6 The appeal hearing will consist of a re-hearing of the original allegations against the Club Member and, save in exceptional circumstances, neither party will be allowed to adduce any new evidence or new witnesses to attend.
- 26.12.7 The appeal hearing will follow the same procedure as set out in rule 26.10.6 above.
- 26.12.8 Following the conclusion of the appeal hearing in making its decision the appeal hearing panel has the right to:
- 26.12.8.1 revoke or confirm the original decision; or
 - 26.12.8.2 substitute a different sanction which cannot be more serious than the original sanction.
- 26.12.9 There is no further right of appeal.

BYE-LAWS

Unless the context otherwise requires, words and expressions defined in the Club Rules shall have the same meaning when used in these Bye Laws.

1 CLUB COMPETITIONS

No Club Member is eligible to play in any competitions run by the Club until they have paid their Club Subscription.

2 UNAUTHORISED NOTICE

No Club Member may put up any notice or placard in the Club without prior written agreement of the General Manager.

3 PAPERS, BOOKS, ETC

No Club Member will take away from the Club any newspaper, pamphlet, book or article which is the property of the Club.

4 CLUB EMPLOYEES

No Club Member will attempt to induce any employee of the Club to leave its employment.

5 MOTOR CARS, MOTOR CYCLES, CYCLES ETC

Motor cars, motor cycles, cycles etc must be left or parked in the clearly defined parking areas and should be parked in a manner which gives due consideration to fellow members, guests and visitors. The General Manager may request alternative parking arrangements from time to time.

6 JUNIOR MEMBERS

- 6.1 Subject to rule 6.2 of these Bye-Laws, Junior Members are permitted to join the Club as an individual member.
- 6.2 Junior Members are permitted to join the Club provided they are proposed and seconded by existing Club Members.
- 6.3 Junior Members under the age of 12 are not allowed on the premises of the Club except under the immediate control of an Adult Club Member or if they are taking part in a Club organised activity that is supervised.
- 6.4 Junior Members over the age of 12 may use the facilities of the Club to which they are entitled and may be unaccompanied up to 10pm. After 10pm they must be accompanied by an Adult Club Member who is responsible for their behaviour unless they are taking part in a Club organised activity that is supervised. All Junior Members must provide the Club with contact details of a family member or Adult Club Member.
- 6.5 Junior persons under the age of 12 must be closely supervised by an Adult Club Member, who will be responsible for the junior's conduct and safety at all times. The Adult Club Member is also responsible for ensuring that Junior Members do not cause inconvenience to other Club Members.
- 6.6 Appearance and behaviour of Junior Members must conform to accepted standards.
- 6.7 Whilst on the premises of the Club, Junior Members must obey the instructions of the management and staff of the Club.
- 6.8 No Junior Member, guests or visitors under the age of 14 are permitted to use the sports bar.
- 6.9 Junior Members may not be supplied with, or consume, any intoxicating liquor (except as laid down by law).

7 ANIMALS

- 7.1 No Club Members or visitors will bring any animal onto the Club's property.
- 7.2 Only those Club Members who live adjacent to the course and pay a gate rent may exercise their dogs on the course, and then only on a lead and around the perimeter. They are requested to ensure any mess left by their dogs is removed.

8 MEALS

- 8.1 No food or liquor may be consumed within the licensed premises or adjoining outside seating areas unless it has been served by the Club.
- 8.2 Members are required to make full use of the Club's waste disposal facilities which includes recycling systems.
- 8.3 Glassware or crockery must not be taken into the swimming pool areas, onto the golf course, tennis and squash courts, the fitness centre and the golf practice areas.

9 **DRESS**

The dress of Members will, at all times, conform to reasonable conventional standards, as defined by the Club Committee, and subject to the approval of the General Manager.

10 **MOBILE DEVICES**

10.1 Mobile devices (including but not restricted to, telephones, radios, cameras, music players, video recorders and players, watches, computers, tablet computers and other electrical or electronic devices) are used subject to the following restrictions applying to their use, and for the purpose of this Bye Law, the Club is divided into two areas.

10.2 Area A: Sports areas, indoor swimming pool, outdoor pool area, member bars and Wear Park Restaurant and Spa. Within this area, at all times mobile devices must not be allowed to ring or make any other audible sound and no person may speak into a mobile device.

10.3 Area B: All external areas of the Club apart from the above mentioned. Mobile devices may be used within these areas so as not to impair the enjoyment of the club by other club members.

11 **SMOKING**

11.1 The Club is committed to protecting the health, safety and welfare of all Club Members, employees, visitors and guests by negating and/or minimising any exposure to smoke.

11.2 Smoking is therefore not permitted in any enclosed or substantially enclosed premises within the Club, the surrounds of the outdoor pool and on or by the tennis courts. The ban applies to anything that can be smoked and includes, but is not limited to, cigarettes, electronic cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes.

11.3 Club Members may only smoke outside. When smoking outside, Club Members must dispose of cigarette butts and other litter appropriately. The permitted areas to smoke are outside Wear Park on the golf course side, outside the front entrance by the wall mounted cigarette ashtray, at the designated table outside the Sports Bar and on the two tables at the swimming pool end of the Mews Balcony.

12 **FURTHER BYE-LAWS**

12.1 Any additional bye-laws relative to any particular sport will be placed upon the relevant notice board of the Club and/or on the Club's website.

12.2 No Club Member will be absolved from the effect of any rule on grounds of ignorance of these rules and bye-laws.