



RULES AND BYE-LAWS

WEAR PARK

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RULES

1 NAME OF CLUB

The name of the Club is **THE EXETER GOLF AND 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 19 years of age or older;

Annual General Meeting means, as the context requires, the annual general meeting of the Club or a committee of the Club, including the Club Committee and each Sports Committee but excludes the annual general meeting of the Company, which will be convened in accordance with the Articles of Association of the Company;

Bridge Committee means the committee from time to time representing bridge members;

Chair means the chairperson of the Company appointed from time to time;

Club means The Exeter Golf & Country Club;

Club Committee means the committee of the Club from time to time appointed in accordance with rule 19.1;

Club Management means a member of the Senior Management Team working for and employed by the Company and includes the General Manager.

Club Member means a person who qualifies under the rules regarding subscriptions and shares in accordance with these rules and includes Adult Club Members and Junior Members;

Club Subscription means the correct subscription of the Club together with any other fees or loans as determined by the Directors and levied from time to time;

Club Year means from 1st April to 31st March in the following year;

Company means The Exeter Golf and 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;

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

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 17;

Junior Member means a member of the Club who is 18 years of age or younger;

Membership Services Team means the team of officers and employees of the Company appointed by the Directors, who are responsible for the management of the membership of the Club.

President means the person elected in accordance with rule 19.11 from time to time;

Senior Management Team means the individuals working for and employed by the Company designated as such by the Directors, which shall always include the General Manager;

Sports Committees means the committees for the time being representing members of each of the Sports Sections or any of them as the context shall require;

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

Sports Section Subscription means the subscription for one or more Sports Sections as determined by the Directors from time to time;

Temporary Membership means a temporary membership to the Club, which may or may not include a temporary membership to a Sports Section, of a person who is not a Club Member in accordance with rule 16 and **Temporary Member** will be interpreted accordingly;

Temporary Subscription means the Club Subscription payable by a Temporary Member;

Tennis Member means a member of the Club who pays the appropriate Sports Section Subscription for tennis and a tennis affiliation fee; and

Vice President means the person elected in accordance with rule 19.11 from time to time.

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 Club is an aspirational members' club open to all the family, providing fitness, golf, tennis, squash, swimming, spa, junior amenities, recreational areas, leisure areas, restaurants, bars, and sports training.

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 to incur any such expenditure, which may only be incurred by the Directors on behalf of the Company.

5 **MANAGEMENT**

5.1 The Directors will have complete financial and management control of the Club and the salaried staff, who are employed by the Company.

5.2 The Directors are responsible for setting annual subscriptions and fees, and for determining the number of members of the Club and conditions of membership, details

of which are available from the Membership Services Team.

- 5.3 In addition to the powers and responsibilities contained within rules 5.1 and 5.2, subject to rule 5.4, the Directors shall have full power and authority in respect of each of the following matters, all of which will not take effect until duly approved by the Directors:
- 5.3.1 election of Honorary Members;
 - 5.3.2 expulsion of Members;
 - 5.3.3 acceptance of a new Club Member;
 - 5.3.4 the renewal or non-renewal of a Club Member's membership; and
 - 5.3.5 making changes or amendments to these rules and the bye-laws annexed to these rules.
- 5.4 The Directors may delegate all of any of the powers and responsibilities specified in rules 5.3.1 to 5.3.4 (inclusive) (but not, for the avoidance of doubt, rule 5.3.5) to the extent determined by the Directors in their absolute discretion from time to time and specified in writing.

6 GENERAL MANAGER

- 6.1 The General Manager will be appointed by and be responsible to the Directors for all aspects of the day to day management of the Club.
- 6.2 The General Manager is entitled to delegate certain of their duties to the person(s) occupying relevant positions within the Senior Management Team, including a Head of Sports (if and for so long as one is appointed). The General Manager will act at all times in accordance with the requirements of the Directors.

7 ACCEPTANCE OF MEMBERS

- 7.1 Subject to rule 5.4, the acceptance of a candidate who wishes to become a Club Member, including the acceptance of a Club Member's request to renew their Club membership, shall be vested in the Directors absolutely.
- 7.2 Subject to rule 7.4, an accepted candidate will become an Adult Club Member on acquiring no less than 20 ordinary shares in the Company in accordance with the Articles of Association of the Company and making satisfactory arrangements for the payment of their entrance fee, Club Subscription and any other levies or charges required to be paid (e.g., compulsory amounts charged and put on Club Members' cards).
- 7.3 Unless a Club Member relinquishes their membership in accordance with rule 15.1 or their membership is terminated early in accordance with rule 27.11.2.1, the membership of each Club Member shall (subject to payment of the relevant subscription(s)) be renewed at the beginning of each Club Year at the absolute discretion of the Directors (or the Club Committee if and to the extent that such power has been delegated to it in accordance with rule 5.4).
- 7.4 Each Adult Club Member is required to hold no less than 20 ordinary shares in the Company throughout their membership. Junior Members are not permitted to, and shall not, hold any ordinary shares in the Company.

- 7.5 If and when an Adult Club Member's membership of the Club comes to an end (including the non-renewal of the membership of an Adult Club Member in accordance with rule 7.3), that Adult Club Member is required, subject to and in accordance with the Articles of Association of the Company, to sell all of the ordinary shares that they hold in the Company to another Adult Club Member (whose membership has not been relinquished) or transfer them back to the Company.
- 7.6 In order to facilitate the transfer of such shares, Adult Club Members are required to partially complete and sign a stock transfer form relating to their shareholding in the Company when they become a Club Member. The Company will keep the signed stock transfer form with each Club Member's membership paperwork, only to be released in accordance with rule 7.7.
- 7.7 By the act of becoming a Club Member, each Adult Club Member agrees to appoint and authorise and appoints and authorises the Directors (or any one of them) as their attorney to execute and deliver all stock transfer forms (and any other necessary documentation) on their behalf in order to effect the transfer of their shares following the termination of their Club membership, at all times subject to and in accordance with the Company's Articles of Association.
- 7.8 When a candidate becomes an Adult Club Member, they will be issued with a share certificate relating to the shares that they hold in the Company. The Company will safely store all share certificates and keep them with each Club Member's respective membership paperwork, which will be available for inspection on request. Failure of a former Adult Club Member to produce a share certificate (if they have kept it) will not prevent the transfer of their shares or the registration of such transfer by the Company if and when an Adult Club Member's membership terminates.

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 the provisions of rule 7.2.
- 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 noticeboard, and, at the Directors' discretion, on its website.

9 JUNIOR MEMBERS

- 9.1 Junior Members can join the club as an addition to an Adult Club Member's membership. Junior Members cannot hold shares in the Company.
- 9.2 An Adult Club Member must be a close relative (e.g. parent or grandparent) or be the legal guardian of the Junior. If an Adult Club Member's membership is terminated or is not renewed in accordance with these rules and bye-laws, all associated Junior Members will also cease to be Club Members unless they are connected to a separate

Adult Club Member on the same terms i.e. a close relative or legal guardian.

- 9.3 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.
- 9.4 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.
- 9.5 Junior Members 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.

10 PAYMENT OF SUBSCRIPTIONS

- 10.1 The subscription year of the Club currently commences on 1st April when all fees and subscriptions for the following 12 months become payable on terms set by the Directors. However, for new members joining after 1st April the first subscription year will run from the date the membership commences until the following 31st March and in the following years from 1st April to 31st March pro rata.
- 10.2 Unless a Club Member serves notice on the Club to relinquish their membership in accordance with rule 15.1 (or their membership is terminated earlier in accordance with these rules and bye-laws), each Club Member is deemed to request that their membership be renewed for the forthcoming Club Year. The decision as to whether to accept or reject a Club Member's request, deemed or otherwise, to renew their membership is vested in the Directors absolutely (who may delegate such power to the Club Committee in accordance with rule 5.4).
- 10.3 If the membership of a Club Member is renewed, the applicable Club Subscription and any Sports Section Subscriptions shall be due and payable by that Club Member in accordance with rule 10.1.
- 10.4 If the Directors (or the Club Committee if the power in rule 7.3 is delegated to the Club Committee) do not renew a Club Member's membership, the Club Subscription for the forthcoming Club Year shall not be payable and the Club Member's membership shall automatically come to an end at the end of the current Club Year.

11 NON-PAYMENT OF SUBSCRIPTIONS

- 11.1 Failure to pay the relevant Club Subscription will result in a Club Member's membership being lapsed from the date that the fee was due.
- 11.2 Any arrears of any Club Subscription outstanding, once lapsed, 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.
- 11.3 Lapsed members are required to follow the joining process set out in rule 7.
- 11.4 A Sports Section Subscription must be paid in advance of using any of the facilities of a Sports Section.

12 ADDRESSES

Each Club Member shall notify the Membership Services Team of any change of address and email address and all notices sent to their last known address or email address will be considered as duly delivered.

13 GUESTS

- 13.1 Every Club Member is entitled to introduce guests to the Club on condition that the Club Member introducing the guest is responsible for the conduct and behaviour of such guests. A guest fee applies when using the sport facilities.
- 13.2 No person will be introduced as a guest who has been expelled from the Club, has not had their membership renewed at the discretion of the Directors (or the Club Committee where the decision is delegated to the Club Committee), or whose conduct is considered by the Directors to be objectionable.
- 13.3 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.
- 13.4 Guests of the Club may visit without member invitation for events, open days and golf coaching without limitation on number of visits.
- 13.5 Club Members can only introduce a guest to the relevant section that they are a member of. i.e. a Junior member can introduce a Junior Guest and a Tennis Member can introduce a guest to partake in Tennis, but a Sports Section member cannot invite a guest to play a sport that they are not affiliated with.

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

The names of playing guests and visitors must be given at the time of booking, or entry to the club, and the appropriate fee paid before they commence playing or using the pool facilities.

15 RESIGNING ETC.

- 15.1 In the event of a Club Member wishing to relinquish their membership, they must give notice in writing to the Club before 1st March in any year.
- 15.2 In the event of the Directors rejecting the renewal of a Club Member's membership in accordance with rule 10.2, the Club shall give written notice to the Club Member on or before 1st March in the same calendar year as the next Club Year commences.
- 15.3 Subject to rule 15.4, Club Membership is for a full year and there is no rebate of a Club Subscription 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 and Sports Club Subscriptions. 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.
- 15.4 The Membership Services Team will consider requests from Club Members to cancel their membership prior to 1st March in any year for the following reasons: suffering from

a chronic illness that is preventing the member from attending the Club; the member loses their employment or is made redundant; the member is relocating and unable to travel to the Club. If the Membership Services Team (in its absolute discretion) accepts a cancellation from a Club Member prior to 1st March, they will refund the Club Member their Club Subscription on a pro-rata basis.

- 15.5 The Club will allow a Club Member to suspend a Sport Section Subscription in periods of 3 months due to injury, illness, pregnancy or parental leave. If a Club Member pays annually, this will be raised as a credit for the following Club Year (provided a Club Member's membership is renewed for the following Club Year) or repaid to the Club Member at the end of the current Club Year. To remain a member of the Club, Club Subscriptions must still be paid in full.

16 TEMPORARY MEMBERS

- 16.1 Temporary Membership is only available to visitors and guests of current Adult Club Members.
- 16.2 The Club Members are responsible for the behaviour and conduct of all Temporary Members that use the Club.
- 16.3 Temporary Membership is a pre-requisite of being a Temporary Member of a Sports Section and using the relevant facilities.
- 16.4 Membership Cards will be issued with validity dates and must be carried at all times.
- 16.5 Temporary Membership is only available for up to a maximum of three months.
- 16.6 If a Temporary Member applies to become a full Club Member, there will be no refund of the amount paid in relation to the Temporary Membership for periods prior to obtaining full membership.
- 16.7 Once a Temporary 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.
- 16.8 Junior rates are applicable to children from two years to eighteen years. The applicable age is as at the commencement of the forthcoming Club Year.
- 16.9 Temporary Members aged between two and eighteen years must be directly related to either an Adult Club Member or Temporary Member who is nineteen or over.

17 HONORARY MEMBERS

Honorary Members may be elected by the Directors and shall enjoy such benefits and privileges as are determined by the Directors at the point of their election. The Club Committee may make recommendations to the Directors for the election of Honorary Members.

18 GENERAL MEETINGS

- 18.1 An Annual General Meeting of the Club and of each Sports Committee will be held in each Club 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 bye-

laws.

- 18.2 Any of the Club's committees, as defined in rule 19, may call an extraordinary general meeting of its members when any matter of urgent importance may occur. In any event, they will be bound to do so within one calendar month of receiving a requisition signed by not less than 10% of the membership of the Club or Sports Section concerned raising any matter of urgent importance.
- 18.3 At least 21 days' notice will be given of any general meeting by the placing of a notice on the relevant noticeboard 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.
- 18.4 Any Adult Club Member may attend and vote at any general meeting of the Club and any member of a Sports Section aged 19 or over may attend and vote at the general meeting of the Sports Sections of which they are a member.
- 18.5 A quorum at any general meeting pursuant to this rule 18 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.
- 18.6 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.
- 18.7 A general meeting will have power to recommend new rules or alterations or amendments to any existing rule to the Directors.
- 18.8 Any proposed new rule or alteration or amendment will be stated in the notice convening the meeting.
- 18.9 Any proposed new rule or alteration or amendment will be subject to the approval of the Directors, who will be under no obligation to accept the proposed new rule, or alteration or amendment.
- 18.10 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 attending the relevant meeting.

19 COMMITTEES

19.1 The Club Committee

- 19.1.1 The Club Committee consists of the President, Vice President and up to six Club Members, (the number being determined by the Directors from time to time, elected in accordance with these rules and two nominated members, one female and one male from each of the Golf Committee, Tennis Committee and Squash & Racketball Committee. All of these members will be nominated and elected at the Annual General Meeting of the Club.
- 19.1.2 The Club Committee meeting is held bi-monthly on the first Monday of the month unless an alternative date is agreed.

- 19.1.3 If a Club Committee member is absent without apology and approval of the Club Committee for three consecutive meetings, the Club Committee may terminate the office (subject to the approval of the Directors).
- 19.1.4 The Club Committee will be responsible for the following matters:
 - 19.1.4.1 making recommendations to the Directors for the election of Honorary Members;
 - 19.1.4.2 informing the Directors of any decision relating to the suspension and expulsion of Members;
 - 19.1.4.3 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;
 - 19.1.4.4 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.
 - 19.1.4.5 any other matters which may from time to time be delegated by the Directors to the Club Committee; and
 - 19.1.4.6 to the extent delegated to it by the Directors, considering and approving or rejecting applications for renewal of Club Membership.

19.2 **Sports Committees**

- 19.2.1 The sports committees are Golf, Ladies Golf, Squash and Racketball, Tennis, Bridge
 - 19.2.1.1 Each committee consists of the captain and vice-captain/ chair and vice-chair, and between five and eight Club Members of their section elected in accordance with these rules.
 - 19.2.1.2 Where there are men's and ladies' teams, both the men's and ladies' captain and vice-captain are to be included on the committee (with the exception of the ladies' golf committee)
 - 19.2.1.3 The Bridge Committee is not required to have a representative attend the Club Committee.
- 19.2.2 The Committees are responsible for:
 - 19.2.2.1 the organisation of competitions, matches and tournaments;
 - 19.2.2.2 recommendations to the Head of Sports and General Manager as to the use of the facilities;
 - 19.2.2.3 advice on sporting matters relating to their sports section;
 - 19.2.2.4 the submission of recommendations to the Head of Sports and General Manager on matters relating to any aspect of usage, maintenance or improvements of their facilities; and

- 19.2.2.5 the organisation of social events and other similar activities relating to their sports section.

19.3 Chair, Captain and Vice-Captain

- 19.3.1 Each Sports Committee will elect its own chair and vice chair, or men's captain and vice-captain and ladies captain and vice-captain, as the case may be.
- 19.3.2 In a meeting of a Sports Committee where the captain, or chair are present, the chair, if present, will have the casting vote, and otherwise the captain will have the casting vote.
- 19.3.3 Subject to rule 19.3.2, in a meeting of a Sports Committee where the captain and chair are absent and the vice-captain or vice chair are present, the vice chair, if present will have the casting vote, and otherwise the vice-captain will have the casting vote.

19.4 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.

19.5 Co-option to Committee

- 19.5.1 All Committees have the power to co-opt Club Members onto their sub-committees to assist them in the performance of their duties.
- 19.5.2 Co-opted Club Members of a committee hold their position until the end of the Club Year of their co-option or until removed by the elected committee.
- 19.5.3 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.
- 19.5.4 Co-opted members do not have a vote on respective committees.

19.6 Quorum

- 19.6.1 Except as otherwise stated in these rules, five members of each committee form a quorum for the Club Committee and each Sports Committee.
- 19.6.2 All decisions of a committee will be by a simple majority of those attending the relevant committee meeting unless otherwise stated.

19.7 Retirement of Committee Members

- 19.7.1 Club Members elected to serve on a Committee will hold office for a period of three years, after which they will retire and will not be eligible for re-election for three years.
- 19.7.2 If a replacement Captain / Vice-Captain / Treasurer / committee member has not been proposed and/or is not willing to stand for election then the three year rule may be extended until the following Annual General Meeting.
- 19.7.3 Any extension to the length of service is for a maximum of 1yr, after which

the incumbent must step down.

19.8 Election of Committee Members

- 19.8.1 Club 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.
- 19.8.2 Each Committee may nominate for election to a Committee, as many Club Members as there are vacancies.
- 19.8.3 Any two Club Members of the Club or of a Sports Section may nominate a third Club Member of the Club or relevant 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.
- 19.8.4 If the number of Club Members nominated exceeds the number of vacancies on the Committee, the election will be determined by a vote of all eligible Club Members attending the relevant Annual General Meeting.
- 19.8.5 If a vacancy on the Club Committee or a Sports Section Committee occurs part way through the Club Year, the Committee will have the power to appoint a Club Member or respective Sports Section Member to fill such vacancy and the person so appointed will hold office until the next Annual General Meeting when they will be eligible for election as a member of the Committee.

19.9 Regulations

Each of the Sports Section Committees may make recommendations to the Club Committee for the implementation of rules and bye-laws as they from time to time think necessary and all rules and bye-laws will be binding upon all Club Members as soon as they are implemented by the Directors in accordance with rule 20 and placed upon the appropriate notice board of the Club and (at the discretion of the Directors) on the Club's website.

19.10 Funds

Each Committee will have the power to raise funds by competitions and social activities and will also have control over any funds so raised. An examined statement of accounts will be presented to the appropriate Annual General Meeting.

19.11 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.

20 AMENDMENTS TO RULES AND BYE-LAWS

- 20.1 Each of the Sports Section Committees has the power to recommend to the Directors amendments to these rules and bye-laws in accordance with the procedures set out in rule 19.9.

- 20.2 The Directors may make amendments to these rules and bye-laws, including those recommended by each Sports Section committee (if applicable), as they in their absolute discretion see fit.
- 20.3 Club Members will be given at least one month's notice of any material changes to these rules and bye-laws and the amended rules and bye-laws will then apply.
- 20.4 If a Club Member objects to any amendment to these rules and bye-laws in whole or in part, they may terminate their membership by giving the Club at least one month's notice of their intention to terminate. At the end of the notice period provided, the Club Member will no longer be a member of the Club, the Company will refund to such Club Member a proportional part of the Club Subscription (provided it has been paid in full) and any shares in the Company that are held by the Club Member shall be dealt with in accordance with the Articles of Association of the Company.

21 COMPLAINTS

- 21.1 Any complaints received by the Club may be dealt with in accordance with rule 27 below in appropriate circumstances.
- 21.2 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.
- 21.3 If a Club Member has cause to complain about a member of staff, the complaint must be submitted via appropriate channels, i.e. via the General Manager or Chair. Personal reprimands by Club Members towards staff are not permitted and will be treated as misconduct or gross misconduct.

22 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.

23 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.

24 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.

25 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 DPS (designated premises supervisor) as per the law.

26 MEMBERS CODE OF CONDUCT

26.1 **Code of Conduct – our Members' Code of Conduct is a zero tolerance policy and deliberate or repeated breaches will result in a Member's expulsion from the Club**

- 26.1.1 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 to that setting and socially acceptable.
- 26.1.2 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.
- 26.1.3 Personal appearance of Club Members will be appropriate to the circumstances, and as indicated by Club policy (i.e. Bathing suits must be worn whilst swimming etc).
- 26.1.4 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 in breach of this rule could be expelled in accordance with the Club's disciplinary procedures and rules.
- 26.1.5 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.
- 26.1.6 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.
- 26.1.7 All Club Members are expected to conduct themselves with propriety and in a manner fitting to their environment. Club Members must show due respect to each other, Club Management and all those employed by the Club.

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

- 27.1 The Club recognises that when dealing with any disciplinary matter against a Club Member the principles of natural justice must always apply.
- 27.2 Therefore every Club Member is entitled to:
 - 27.2.1 know the nature of any allegation(s) made against them;
 - 27.2.2 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.
 - 27.2.3 the right to be accompanied by a companion during any disciplinary procedure;

- 27.2.4 reasonable notice by the Club at each stage of the disciplinary procedure; and
- 27.2.5 fair, impartial and consistent treatment throughout any disciplinary procedure.

27.3 **Types of Offences**

- 27.3.1 There are two types of offences:
 - 27.3.1.1 Misconduct; and
 - 27.3.1.2 Gross Misconduct.

27.4 **Misconduct**

- 27.4.1 Offences considered to be minor in nature 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.
- 27.4.2 Whilst not exhaustive examples of Misconduct include:
 - 27.4.2.1 rudeness or discourteous behaviour towards Club employees, or Club Members;
 - 27.4.2.2 failing to pay guest fees;
 - 27.4.2.3 breaching the Club's smoking rules;
 - 27.4.2.4 the consumption of food and drink within the licensed premises and adjoining outside seating areas which has not been purchased from the Club
 - 27.4.2.5 misuse of Club property;
 - 27.4.2.6 refusal to obey a reasonable request by a Club employee;
 - 27.4.2.7 minor and unintentional breaches of the Club's Health and Safety Policy;

27.5 **Gross Misconduct**

- 27.5.1 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.
- 27.5.2 Whilst not exhaustive, examples of Gross Misconduct include:
 - 27.5.2.1 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);
 - 27.5.2.2 physical assault and/or the use of threatening or offensive behaviour towards a Club employee, Club Member, guest or visitor;

- 27.5.2.3 deliberate or consistent breach of Club rules and/or bye-laws;
- 27.5.2.4 theft;
- 27.5.2.5 deliberate or reckless damage to Club property;
- 27.5.2.6 bringing the Club into serious disrepute;
- 27.5.2.7 causing loss, damage or injury through serious negligence;
- 27.5.2.8 serious breach of the Club's Health and Safety Policy;
- 27.5.2.9 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;
- 27.5.2.10 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.
- 27.5.2.11 Deliberate or repeated breaches of the Code of Conduct

27.6 Procedure

- 27.6.1 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.
- 27.6.2 The General Manager will decide (in conjunction with the Club 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.
- 27.6.3 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.

27.7 Misconduct Procedure

- 27.7.1 If following the consideration of a written complaint in accordance with rule 27.6 above the General Manager decides that the offence falls under Misconduct, they 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).
- 27.7.2 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.

- 27.7.3 Thereafter the General Manager will write to the Club Member with their decision (having taken into account any representations made by the Club Member in accordance with rule 27.7.2 above). Alternatively, and at the General Manager's discretion, he may request a meeting with the Club Member before making any decision.
- 27.7.4 Where the General Manager determines that the complaint(s) is/are well founded against the Club Member sanctions open to the General Manager include:
- 27.7.4.1 no further action;
- 27.7.4.2 a request that the Club Member apologises to the complainant; and/or
- 27.7.4.3 a formal written warning.
- 27.7.5 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.
- 27.7.6 Any formal written warning given by reference to either clauses 27.7.4.3 above or 27.11.2.4 below remain live and will expire in 12 months from the date of the warning.
- 27.7.7 A Club Member has the right of appeal against any decision by writing to the Club President within 7 days of the General Manager's decision setting out any grounds for appeal.
- 27.7.8 On receipt of a Club Member's appeal in accordance with rule 27.7.7 above the Club President will review the General Manager's decision. The Club President may use discretion to request that another member of the Club Committee or, in appropriate circumstances, a Director, deal with any appeal.
- 27.7.9 The Club President will confirm their decision to the Club Member normally within 7 days of receiving a request to appeal. The Club 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 Club President decides is reasonable in all the circumstances.
- 27.7.10 There will be no further right of appeal against any decision of the Club President.

27.8 Gross Misconduct Procedure

- 27.8.1 If following consideration of a written complaint making allegations against a Club Member in accordance with rule 27.6 above, the General Manager decides that the alleged offence may amount to Gross Misconduct they 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.
- 27.8.2 The Club 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 27.9 will apply.

27.8.3 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.

27.8.4 Following any investigation by the Investigating Officer, they will write to the Club Member detailing:

27.8.4.1 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;

27.8.4.2 copies of all witness statements and other supporting documents that are relevant to the allegation/s and which will be relied upon at the disciplinary hearing;

27.8.4.3 the date, time and location of the disciplinary hearing;

27.8.4.4 the composition of the disciplinary panel;

27.8.4.5 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);

27.8.4.6 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

27.8.4.7 confirmation as to whether any temporary suspension (if relevant) will continue until the disciplinary hearing has been concluded.

27.9 Temporary Suspension

27.9.1 By reference to rule 27.8.2 the Club 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.

27.9.2 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.

27.9.3 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.

27.10 Disciplinary Hearing

27.10.1 For the purposes of conducting any disciplinary hearing the Directors will appoint a disciplinary panel which will consist of the Club President (or their

appointee) together with two Club Committee members. The Club President will have overall conduct of the disciplinary hearing.

- 27.10.2 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.
- 27.10.3 A record of the disciplinary hearing (and any subsequent appeal hearing) will be kept on file.
- 27.10.4 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.
- 27.10.5 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.
- 27.10.6 The Investigating Officer will conduct the disciplinary hearing which will consist of the following procedure:
 - 27.10.6.1 the Investigating Officer will outline the case against the Club Member;
 - 27.10.6.2 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;
 - 27.10.6.3 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 27.10.6.2 above is repeated save that the Club Member will start first;
 - 27.10.6.4 Once any witness evidence has been completed the Investigating Officer and Club Member may make closing submissions to the disciplinary panel;
 - 27.10.6.5 The disciplinary panel will then retire to consider its decision;
 - 27.10.6.6 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 below;
 - 27.10.6.7 Following the conclusion of the disciplinary hearing (or if any decision was reserved) the Club President (or their appointee) will confirm both the disciplinary panel's decision in writing and the Club Member's right of appeal if appropriate;

27.10.6.8 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 their companion at any time during the hearing.

27.11 Sanctions

27.11.1 For decisions against Club Members that amount to Misconduct then rule 27.7.4 above applies.

27.11.2 In the event a disciplinary panel decides that a Club Member has committed an act of Gross Misconduct then the following sanctions may apply:

27.11.2.1 expulsion;

27.11.2.2 suspension;

27.11.2.3 imposition of restrictions on the rights that the Club Member may enjoy while remaining a Club Member as the disciplinary panel may determine;

27.11.2.4 formal written warning; or

27.11.2.5 no further action.

27.11.3 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 their liabilities and obligations existing at the time the expulsion took effect. No refund or other payment shall be made to the Club Member of any part of the entrance fee, Club Subscription or other monies (except in respect of ordinary shares of the Company held by the Club Member pursuant to and in accordance with these rules and the Company's Articles of Association).

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

27.11.5 A Club Member who is expelled or suspended shall forthwith return their 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 their 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 their suspension. For external events, Club Members who have been expelled from the Club must seek approval to attend from the General Manager or the Chair.

27.12 Appeal

27.12.1 For appeals against Misconduct decisions by the Club then rules 27.7.7 to 27.7.10 above apply.

- 27.12.2 A Club Member has the right to appeal against any decision relating to them committing an act of Gross Misconduct (including any sanction) following any disciplinary hearing.
- 27.12.3 A Club Member who wishes to appeal should write to the Club President (or their 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.
- 27.12.4 On receipt of any request to appeal the Investigating Officer will write to the Club Member confirming the:
 - 27.12.4.1 date, time and location of the appeal hearing;
 - 27.12.4.2 composition of the appeal hearing panel; and
 - 27.12.4.3 the right for the Club Member to be accompanied to the appeal hearing by a fellow Club Member.
- 27.12.5 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.
- 27.12.6 The appeal hearing will consist of a re-hearing of the original allegations against the Club Member and, except in exceptional circumstances, neither party will be allowed to adduce any new evidence or new witnesses to attend.
- 27.12.7 The appeal hearing will follow the same procedure as set out in rule 27.10.6 above.
- 27.12.8 Following the conclusion of the appeal hearing in making its decision the appeal hearing panel has the right to:
 - 27.12.8.1 revoke or confirm the original decision; or
 - 27.12.8.2 substitute a different sanction which cannot be more serious than the original sanction.
- 27.12.9 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 and relevant Sports Section Subscription in full and (unless a Junior Member) hold the requisite number of ordinary shares of the Company.

2 UNAUTHORISED NOTICE

No Club Member may put up any notice or placard in the Club without prior written agreement of the General Manager. No Club Member shall create any website, social media account or make any publication that is expressly, by implication or could reasonably be inferred to be by, on behalf of or at the direction of the Club and/or the Company without the 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 Company to leave its employment.

5 MOTOR CARS, MOTOR CYCLES, CYCLES ETC

5.1 Motor cars, motorcycles, 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.

5.2 Car park speed restrictions and one-way system must be adhered to at all times.

5.3 If a Club Member or visitor should accidentally (or intentionally) damage another vehicle on the Club's premises at any time, they should leave their details with the damaged vehicle and reception even if the damage is appears to be insignificant.

5.4 A Club Member or visitor witnessing an accident should report the event to reception as soon as possible and in any event before they leave the Club's premises.

6 ANIMALS

No Club Members or visitors will bring any animal onto the Club's property except for certified assistance dogs, this includes leaving a dog in a car in the car park.

7 MEALS

- 7.1 No food or liquor may be consumed within the licensed premises or adjoining outside seating areas unless it has been served by the Club or by agreement of the Club Management.
- 7.2 Members are required to make full use of the Club's waste disposal facilities which includes recycling systems.
- 7.3 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.

8 DRESS

- 8.1 The dress of Club Members will, at all times, conform to reasonable conventional standards, as defined by the Club Committee and subject to the approval of the Club Management.
- 8.2 Dress standards for sporting facilities, as defined by the relevant Sports Committee and subject to the approval of the Club Management, must be adhered to at all times.

9 MOBILE DEVICES

- 9.1 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:
 - 9.1.1 Area A: indoor swimming pool, outdoor pool area, kids pool area and all changing areas. Within this area, at all times mobile devices must not be used to take photos or video.
 - 9.1.2 Area B: all areas of the club, apart from the above mentioned. Mobile devices may be used, but the users are asked to be considerate of those around them.

10 SMOKING

- 10.1 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.
- 10.2 Smoking is therefore not permitted in any enclosed or substantially enclosed premises within the Club, the Garden Pavilion terrace, 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, vapes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes.
- 10.3 Club Members may only smoke outside in designated areas. When smoking outside, Club Members must dispose of cigarette butts and other litter appropriately. (The designated 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)

11 **PRIVACY POLICY & GDPR**

- 11.1 The Club's privacy policy is found on the Cubs website: www.exetergcc.co.uk/privacy-policy/. A hard copy can be provided by contacting datacompliance@exetergcc.co.uk.
- 11.2 Under GDPR members and employees of the Club are not permitted to display or hand out the personal information of other members without their prior consent.
- 11.3 Any concerns around GDPR can be raised via datacompliance@exetergcc.co.uk.

12 **SAFGUARDING POLICY**

- 12.1 The Club's Safeguarding Policy is found on the Club's website www.exetergcc.co.uk/safeguarding/ . A hard copy can be provided by contacting James.temple@exetergcc.co.uk.

13 **FURTHER BYE-LAWS**

- 13.1 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.
- 13.2 No Club Member will be absolved from the effect of any rule on grounds of ignorance of these rules and bye-laws.