

RULES  
OF  
BERKSHIRE BUCKINGHAMSHIRE AND OXFORDSHIRE  
GOLF LIMITED

**Brabners**

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# **BERKSHIRE BUCKINGHAMSHIRE AND OXFORDSHIRE**

## **GOLF LIMITED**

### **RULES**

(Adopted by the Company under Article 5 of the Company's Articles of Association ("the Articles") on  
16<sup>th</sup> February 2017

In these Rules "the Company" and "BB&O Golf" mean Berkshire Buckinghamshire and Oxfordshire Golf Limited and Member Clubs means Voting Members.

These Rules are made pursuant to Article 5 of the Articles. Words which are defined in the Articles bear the same meaning when used in these Rules. Where there is any inconsistency between these Rules and the provisions of the Articles, the provisions of the Articles shall prevail.

#### **1. MEMBERSHIP**

##### **1.1. Membership shall comprise:**

###### **1.1.1. Voting Members**

Voting Members are entitled to receive notice of, attend and vote at general meetings.

Membership as a Voting Member shall be open to all golf clubs within the Counties of Berkshire, Buckinghamshire and Oxfordshire whose constitution and rules:

- 1.1.1.1. recognise the Rules of Golf as prescribed by R & A Rules Limited;
- 1.1.1.2. give control to its members or a committee thereof for the handicapping of its members in accordance with the National Handicapping Scheme in force from time to time;
- 1.1.1.3. undertake that any golfing events organised by the Club shall comply with the Rules of Amateur status laid down by R & A Rules Limited and that such Rules of Amateur status shall be applied and form a condition of entry to any such events;
- 1.1.1.4. conform to and accept the objectives, rules and regulations of Berkshire, Buckinghamshire and Oxfordshire Union of Golf Clubs and of England Golf.

###### **1.1.2. Non-Voting Members**

Non-Voting Members are not entitled to receive notice of, attend or vote at general meetings and consist of the following:

- 1.1.2.1. Playing Members – all playing members of a Member Club or Affiliated Facility irrespective of their category of membership of such club;
- 1.1.2.2. Affiliated Playing Members – individuals who are not Playing Members and who are not playing members in another county, who wish to participate in

golf in the County and, in accordance with the Rules, are approved by the Board as Affiliated Playing Members;

1.1.2.3. Honorary Members – such persons who at the adoption of these Rules, are Honorary Members of Berkshire, Buckinghamshire and Oxfordshire Union of Golf Clubs and such persons as BB&O Golf may decide to honour in recognition of services to BB&O Golf or to the game of golf.

## 1.2. Admission to Membership

1.2.1. Applications for admission to membership of the Company as a Voting Member shall be in the form prescribed by the Board and shall contain an undertaking by the club to conform to and accept the objects of the Company as set out in the Articles and to comply with and accept these Rules. The application for membership shall contain agreement to the Articles and to these Rules and be signed by the club's President (or other senior officer) and the Secretary or Manager.

1.2.2. Applications for admission to membership of the Company as an Affiliated Playing Member shall be in the form prescribed by the Board and shall contain an undertaking by the applicant to comply with and accept these Rules and shall be signed by the applicant. Affiliated Playing Members shall be Non-Voting Members of the Company.

1.2.3. Applications for admission to membership shall be sent to the Chief Executive who shall refer any such application to the Board which shall have the power to admit the applicant under Article 28.

1.2.4. Each year and as required by the Chief Executive Member Clubs may be asked to provide a list of the names and England Golf CDH numbers of their Playing Members to the Chief Executive. Playing Members shall be Non-Voting Members of the Company as a consequence of their subsisting membership of a Member Club.

1.2.5. Honorary Members shall be nominated by the Board for approval at an annual general meeting.

## 1.3. Cessation of Membership

1.3.1. A Member Club or Affiliated Facility may withdraw from membership of the Company by giving notice thereof to the Chief Executive not less than thirty days before its re-affiliation date in any year failing which such Member Club or Affiliated Facility shall be liable to pay the annual affiliation fee for the ensuing calendar year.

1.3.2. If the Board decides that a Member Club or Affiliated Facility should be expelled the provisions of Article 30 shall apply.

1.3.3. A Playing Member shall cease to be a member if he or she ceases to be a member of

a Member Club or Affiliated Facility.

1.3.4. An Honorary Member shall cease to hold such membership if his or her appointment is revoked by the Company in general meeting or if he or she resigns. Honorary Membership may be withdrawn by the Board at any time on notice to the Member.

1.3.5. Affiliation fees are not refundable in whole or in part.

## **2. PRESIDENT AND PRESIDENT ELECT**

2.1. At the Annual General Meeting in 2019 and the Annual General Meeting every two years thereafter a candidate nominated by the Board shall be elected President.

2.2. The person elected as President shall hold office for a two year term until the Annual General Meeting in the second year after his election.

2.3. At the Annual General Meeting in 2019 and the Annual General Meeting every two years thereafter a candidate nominated by the Board shall be elected President Elect.

2.4. The person elected as President Elect shall hold office for a two year term until the Annual General Meeting in the second year following his election.

2.5. The President Elect shall normally (but not necessarily) be nominated as President having served his term as President Elect.

2.6. The President shall be a director by virtue of his office and shall have such rights and privileges as the Board shall from time to time prescribe. The President Elect and the Immediate Past President shall have such rights and privileges as the Board shall from time to time prescribe.

2.7. A casual vacancy in the office of President or President Elect shall be filled by the Board provided always that the person appointed by the Board to fill the casual vacancy shall hold office until the next annual general meeting. At such annual general meeting a candidate nominated by the Board shall be elected President or President Elect as the case may be and, if it is not an annual general meeting at which the Company is due to elect a new President or President Elect as the case may be, the candidate so elected to fill the casual vacancy shall hold office until such time as the person he replaces was due to retire.

## **3. AFFILIATION FEES**

3.1. Each Member Club or Affiliated Facility shall pay such annual affiliation fees as shall be set by the Board and approved by the Company in general meeting.

3.2. Such annual affiliation fees shall be payable once per calendar year and shall be calculated on a per capita basis for every Playing Member irrespective of membership category as at and paid on a date sixty days after the Member Club's annual membership renewal date or, if a Member Club does not have one fixed date for renewal of membership for all members, on such other date as may be agreed between the Member Club and the Company and, failing

agreement, the 1 April in each year.

- 3.3. Annual affiliation fees will normally be invoiced by Members Clubs to their Playing Members as a disbursement.
- 3.4. Failure by a Playing Member to pay such annual disbursement shall not exonerate the Club of which he or she is a Playing Member from its obligation to pay the annual affiliation fee in respect of that Playing Member.
- 3.5. Any Member Club or Affiliated Facility whose affiliation fee is unpaid three months after the date upon which it became due shall not be entitled to take part in any championship, county match meeting or competition run by the Company, nor shall any Playing Member of such Member Club or Affiliated Facility be eligible to participate in any event organised by the Company until such time as the affiliation fee has been paid (subject to the discretion of the Board to the contrary).

#### **4. COMMITTEES**

- 4.1. Committees shall be appointed by the Board to administer specific activities of the Company and shall report to and be responsible to the Board for the activities delegated to them. The principal committees and their main responsibilities shall be:

- 4.1.1. The Championships Committee:

The members of the Championships Committee shall be the Championships Director, the Chairman, the Chief Executive and any other members appointed by the Board or co-opted by the Committee with the approval of the Board. Meetings shall be chaired by the Championships Director. The Championships Committee shall be responsible for the organisation and administration of all approved county competitions and championships.

- 4.1.2. The Performance Committee:

The members of the Performance Committee shall be the Performance Director, the captain, manager or organiser of each County team, the County Coach and any further members appointed by the Board or co-opted by the Performance Committee with the approval of the Board. Meetings shall be chaired by the Performance Director. The Performance Committee shall be responsible for the selection of all teams representing the County and arranging coaching programmes for individuals of all abilities from those trying golf for the first time to the elite players in the County and for developing programmes to further the game of golf in the County. Each year having considered the recommendations of the Performance Director the Board shall appoint the captains, managers and/or organisers for each County team.

4.2. The President, President Elect, Chairman, Chief Executive and Finance Director shall be given notice of the dates and times of all committee meetings and may attend such meetings if they so desire.

4.3 The quorum for a meeting of each committee shall be 51% of the members of such committee.

4.4 Committees shall provide copies of minutes of their meetings to the Board promptly after each meeting.

## **5 MEETINGS**

5.1 The Board shall convene an annual general meeting each year in accordance with Article 31.

5.2 In addition to the annual general meeting the Board shall generally convene one other general meeting in each calendar year. Member Clubs and Affiliated Facilities may send one voting representative and as many delegates as the Board shall agree to each such meeting. The objective of such general meetings will be to update Member Clubs, Affiliated Facilities and Playing Members on the activities of the Company and on all issues relevant to Member Clubs, Affiliated Facilities and Playing Members.

5.3 The Company has representation on the executive of England Golf and shall nominate a member of the Board as England Golf representative to attend relevant meetings of England Golf. The Company also has representation on the executive of the Golf Development Group and of South Eastern Group and shall nominate a representative to sit on the executive of each Group.

5.4 If a matter has been considered by the Board, and matters of outstanding importance concerning England Golf, the Golf Development Group and South Eastern Group should be considered by the Board wherever possible, and the Board has made a decision on such matter, the representative shall vote in accordance with such decision. In all other matters the representative shall act in his or her discretion in what he or she considers to be the best interests of England Golf, the Golf Development Group or South Eastern Group as the case may be and of BB&O Golf.

## **6 DISCIPLINE**

6.1 The Board shall ensure that Members comply with the objects set out in the Articles and with these Rules and that these Rules are enforced.

6.2 Subject to any variation or amendment made by the Company in general meeting the disciplinary procedures set out in the Schedule to these Rules shall apply.

6.3 The Board is authorised to impose such sanctions, penalties or punishment on any Member it deems necessary or appropriate pursuant to the disciplinary procedures.

6.4 Member Clubs and Affiliated Facilities shall inform the Company of any disciplinary action

taken against a Playing Member who is a member of that Member Club or Affiliated Facility.

6.5 In the event of an appeal against a sanction imposed by the Board the Board shall appoint an independent appeal committee comprising a chairman and two others who have not been involved in the original disciplinary procedure.

## **7 CHAMPIONSHIPS, MATCHES AND COURTESY OF COURSES**

7.1 When requested by the Chief Executive or the Championships Director Member Clubs and Affiliated Facilities will, whenever possible, grant the courtesy of their courses to the Company to hold the County Championship, County Matches and other approved County Competitions. A facility fee may be paid at the discretion of the Board for certain Championships and events.

7.2 Courtesy of the course for a County Match shall, it is hoped, include the use of the course on the day before the match for the home team to play a practice round at a time convenient to both club and team.

7.3 On the day of a County Match the first tee shall be closed not less than 30 minutes prior to the start of each round.

7.4 All Championships shall be played in accordance with the current Rules set by R & A Rules Limited and any local Rules of the Member Club or Affiliated Facility on whose course the competition is being played.

7.5 Member Clubs and Affiliated Facilities may be asked to provide copies of their Health & Safety Rules and requirements and of any relevant Health & Safety risk assessments for use when a county competition or match is to be played on that course.

## **8 COUNTY DRESS**

8.1 County dress and qualifications for the award of county colours shall be decided by the Board.

## **9 BANK MANDATE**

9.1 The Bank Mandate shall require that payments in excess of an amount agreed by the Board shall be signed by not less than two authorised signatories when paid by cheque.

9.2 All payments in excess of £1,000 from the Company bank account must be authorised by the Finance Director.