

RULES
OF
SUFFOLK GOLF LIMITED

(Adopted by the Company under Article 5 of the
Company's Articles of Association
(the "**Articles**") on 30 January 2018

MILLS & REEVE

In these Rules, unless the context requires otherwise:

“**Company**” means Suffolk Golf Limited (company number 11177920 and whose registered office is at 10a Chestnut Avenue, Oulton Broad, Lowestoft, Suffolk, NR32 3JA; 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 County of Suffolk whose constitution and rules:

- (i) recognise the Rules of Golf as prescribed by R & A Rules Limited;
- (ii) 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;
- (iii) 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;
- (iv) conform to and accept the objectives, rules and regulations 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:

- (i) Playing Members - all playing members of a Member Club or Affiliated Facility irrespective of their category of membership of such club; and
- (ii) Affiliated Playing Members - individuals who are not Playing Members and who are not playing members in any other 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.

1.2 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 applicant to conform to and accept the Objects of the Company as set out in the Articles and to 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 County Secretary who shall refer any such application to the Board which shall have the power to admit the applicant under Article 27.
- 1.2.4 Each year, and as required by the County Secretary, Member Clubs shall provide a list of the names and England Golf CDH numbers of their Playing Members to the County Secretary. Playing Members shall be Non-Voting Members of the Company as a consequence of their subsisting membership of a Member Club.

1.3 Cessation of Membership

- 1.3.1 A Member Club may withdraw from membership of the Company by giving notice thereof to the County Secretary not less than 30 days before its re-affiliation date in any year failing which such Member Club 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 should be expelled the provisions of Article 29 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.
- 1.3.4 Affiliation fees are not refundable in whole or in part.

2 President, President-Elect and Immediate Past President

- 2.1 At the Annual General Meeting in 2018 and the Annual General Meeting every two years thereafter subject to Rules 2.8 and 2.9 below 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 or her election.
- 2.3 At the Annual General Meeting in 2019 and the Annual General Meeting every two years thereafter subject to paragraphs 2.8 and 2.9 below a candidate nominated by the Board shall be elected President Elect.
- 2.4 The person elected as President Elect shall hold office for a one year term until the Annual General Meeting in the year following his or her election.
- 2.5 The President Elect shall normally (but not necessarily) be nominated as President having served his or her term as President Elect.
- 2.6 Following completion of his or her term of office as President, the President shall become the Immediate Past President and shall hold office as Immediate Past President until the Annual General Meeting in the year after completion of his or her term of office as President.

- 2.7 The President, President Elect and Immediate Past President shall be directors by virtue of their office and shall have such rights and privileges as the Board shall from time to time prescribe.
- 2.8 Any Voting Member may propose a person to be President or President Elect. Any proposal must be made on the form prescribed from time to time by the Board and signed by the nominee. Any proposal must be seconded by another Voting Member. Each Voting Member may only propose or second one candidate for each post and the form must be completed and returned to the Chief Executive/County Secretary not later than such date as the Board shall prescribe each year.
- 2.9 If there is only one candidate for the post of President and only one candidate for the post of President Elect those candidates shall be declared elected unopposed. In the event of there being more than one nomination for either post there shall be an election for that post at the Annual General Meeting.

3 Affiliation Fees

- 3.1 Each Member Club shall pay such annual affiliation fees (whether on a per capita basis or otherwise) as shall be set by the Board.
- 3.2 The annual affiliation fees shall be payable once per year and shall be collected by the Company and calculated on a per capita basis for every Playing Member irrespective of membership category. The annual affiliation fees shall be collected each year as follows:
- 3.2.1 in respect of those persons who are Playing Members on their relevant Member Club's annual membership renewal date, on such date as falls 60 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, 1 April in each year ("**First Payment Date**"); and
- 3.2.2 in respect of those persons who join as a Playing Member after the relevant Member Club's annual membership renewal date, on such date as falls 60 days after the six month anniversary of the relevant Member Club's annual membership renewal date ("**Second Payment Date**").

- 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 whose affiliation fee is not paid within 30 days of either the First Payment Date or the Second Payment Date (as applicable) in any year 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 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 may 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.
- 4.2 The President, President Elect or Immediate Past President (as applicable), County Secretary and Financial 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 any 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 30.
- 5.2 In addition to the annual general meeting the Board shall convene at least one delegates meeting in each calendar year. Member Clubs will be invited to send one delegate to such meeting. The objective of the delegates meeting will be to update Member Clubs and Playing Members on the activities of the Company and on all issues relevant to Member Clubs and Playing Members.

5.3 The Company has representation on the executive of England Golf and the England Golf - South East Group:

5.3.1 England Golf - a member of the Board shall be nominated as England Golf Representative to attend relevant meetings of England Golf. If a matter has been considered by the Board, and matters of outstanding importance concerning England Golf 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 and the Company.

5.3.2 England Golf - South East Group - the Board shall nominate a representative to sit on the executive committee of England Golf - South East Group. If a matter has been considered by the Board, and matters of outstanding importance should be considered by the Board whenever possible, and the Board has made a decision how to vote on such matter, the representatives shall vote in accordance with such decision. In all other matters the representatives shall in their discretion vote in what they consider to be the best interests of England Golf - South East Group and the Company.

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 shall inform the Company of any disciplinary action taken against a Playing Member who is a member of that Member Club.

6.5 In the event of an appeal against a sanction imposed by the Board (received by the Company pursuant to Article 29.2.4) the Board shall call a general meeting at which the Member may present a statement and at the Member Clubs shall vote as to

whether to overturn such any sanctions, penalties or punishment imposed pursuant to Rule 6.4 above.

7 Competitions, Matches and Courtesy of Courses

- 7.1 When requested by the County Secretary, the Championships Director or the Men's Golf Director, Member Clubs 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 competitions and events.
- 7.2 Courtesy of the course for a County Match shall include the use of the course on the day before the match for both the home and visiting teams to play a practice round starting between 3.00 pm and 4.30 pm. A facility fee may be paid at the discretion of the Board for such practice round.
- 7.3 On the day of a County Match the first tee shall be closed preferably 45 minutes but not less than 30 minutes prior to the start of each round.
- 7.4 All competitions shall be played in accordance with the current Rules set by R & A Rules Limited and any local Rules of the Member Club on whose course the competition is being played.
- 7.5 Member Clubs shall 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 qualification for county colours shall be decided by the Board.

9 Bank Mandate

- 9.1 The Bank Mandate shall require that all payments shall be signed by not less than two authorised signatories whether by cheque or electronic transfer.
- 9.2 All payments from the Company bank account must be authorised by the Finance Director.