

WILLOW VALLEY GOLF CLUB

CLUB CONSTITUTIONS & RULES (May 2008 section 32 added)

1. NAME

The name of the club is Willow Valley Golf Club ("the Club").

2. CONSTITUTION

The club is a proprietary club owned and managed by Willow Valley Golf and Country Club Limited ("the Company") whose registered office is situated at Fountain Works, Child Lane, Roberttown, Liversedge, West Yorkshire, WF15 7PH.

3. OBJECTS

The club will provide its members and their guests and other visitors with the facilities for playing and enjoying the game of golf and other sports.

The elected handicap committee who will have CONGU handicaps will provide members with the opportunity to obtain an official handicap and will administer the handicapping system on behalf of the members, and the club will organise competitions for members, subject to affiliation to the E.G.U, Y.U.G.C, and L.G.U.

The Company will be solely responsible for all expenses connected with the Club, particularly the golf course and clubhouse, and for the engagement and payment of staff for catering and for all other matters relating to the Club including the expenditure of money, except for the administration of competition and handicapping.

4. CLUB AFFILIATION

a. The Club agrees to comply with the constitution and rules of the Yorkshire Golf Union, The English Golf Union, The Yorkshire Ladies Golf Union, The English Ladies Golf Union and the Ladies Golf Union.

b. The Company on behalf of every playing member of whatever category will pay all subscription and affiliation fees due to the County Union and to the English Golf Union.

5. CONDUCT OF THE GAME

a. The Club agrees to recognise the Royal and Ancient Golf Club of St. Andrews as the ruling body of Amateur Golf and shall abide by the rules of golf and Amateur Status as laid down from time to time by the R & A.

b. The Club agrees to comply with the Council of the National Golf Unions Regulations and Rules of the SSS and Handicapping Scheme (and any conditions imposed within the scheme by the English Golf Union).

c. The Club agrees to comply with the constitution and Rules of the English Golf Union and of its County Union as laid down from time to time.

6. MEMBERSHIP

The club will be open to casual visitors as well as to Members and all those using the golf course will be required to pay a green fee before start of play (except full members). However, members will enjoy various privileges of membership as described later in these rules.

a. Categories of Membership

There shall be the following categories of Membership: -
Full Membership (no green fee for either course).

Five Day Member being a person who is permitted to play Monday to Fridays inclusive (including a Bank and National Holidays) when the course is open for play and who has full use of the clubhouse and its facilities at all times.

Full Junior Member being a person under the age of 18 years who is permitted to play Mondays to Sunday inclusive. Full use of the clubhouse and its facilities. Subject to any restrictions imposed by the gaming and licensing law.

The Company reserves the right to create other classes of membership and to vary the terms of the existing categories of membership at any time.

Golf Competition

Full members will be entitled to enter all competitions providing they satisfy the specified rules required for the competition which will be displayed on the Club Notice Board or on the club website. Competitors must be members on the day of the competition.

Five-Day members may not participate in weekend competitions. It will be allowed for Five-Day members to elect a mid-week competition date - if approved by the Company

b. Application Procedure

The membership year shall run from 1st May each year to the 30th April of the following year.

Persons wishing to become members of the club shall submit a completed application form.

Membership is accepted at the sole and unfettered discretion of the company and its decision shall be final. The Company may refuse to continue any membership (without reason) at any time and refuse an application for renewal of membership and in such cases a refund of any pre-paid subscription will be issued.

Membership of the Club will commence on the day of the application form and payments due being processed.

ANNUAL AND MONTHLY SUBSCRIPTIONS

Annual or monthly subscriptions shall be payable by each member to the Company.

The Company shall fix the level of annual and monthly subscription and green fees each year prior to the year to which they relate. All charges will be displayed on the current tariff of members' charges in the clubhouse.

However, subscriptions and green fees may be varied by the Company at any time, and members will be notified of any change in subscription rates one month prior to the date on which the new rates take effect.

Failure to pay monthly or annual subscriptions by the due date may result in termination of membership of the club after which a further joining fee will be required for renewal.

Club Membership Card

Each member will be issued with a membership Card. Membership cards are not transferable and remain in the ownership of the company. A member may be required to produce their Membership Card at any time when on club premises as proof of membership. Loss of the card should be reported immediately to the company. During the period that the card is lost, and before a replacement card has been issued, a member may use the Club's facilities if verification of the member's status can be confirmed by the Company or by another member to the satisfaction of the Company.

Levy Money

A member may top up their Levy account at any of the till points. This card currently allows a 10% discount of shop, food, beverage and green fee purchases. However some items do not qualify for discount and this will be made clear by our staff.

The discount rate may be subject to change and members will be notified a month prior to these changes being made.

If a member's membership is suspended they will not have access to their Levy account. If a member cancels their membership the remaining balance within the levy account must be used

prior to the cancellation date. Money cannot be refunded out of the Levy account or transferred on to another members account.

7. VISITORS

Visitors on payment of the appropriate fee for the use of the sports facilities and person attending pre-arranged and organised functions held by the Club may be admitted to the Club's premises on such terms as the Company may from time to time determine. Any such visitors shall have full use of the facilities for the day.

8. STANDARD OF DRESS

On the Course members must wear acceptable golf clothing at all times. Golf shirts must have collars, shorts may be worn if they are tailored and are accompanied with either knee length socks or predominantly white sports socks.

The wearing of trousers tucked inside socks or shirts outside trousers are not considered appropriate on the golf course and are not allowed at any time.

Beachwear, denim clothing, athletic vests, tracksuits, sports team shirts, sports "training type" shoes and trousers or slacks which have rivets are not allowed in the Clubhouse or on the Golf Course at any time.

Headwear should be removed once in the clubhouse other than by those required to keep their head covered due to their religion.

It may be necessary for the Directors to make adjustments to these requirements from time to time as appropriate. Some social functions may require a standard of dress different from the rule but the committee & company must agree this.

"The Course" includes the Willow Valley, Pine Valley, Fountain Course, Academy Course, Practice Putting Areas and Driving Range.

"Clubhouse" refers to the main building containing the bar, restaurant, shop, conservatory and changing rooms.

9. MEMBERSHIP INSURANCE

All members must have personal liability insurance cover against damage, loss of equipment or injury to others.

10. GENERAL

Mobile Telephones must not be used in the clubhouse.

No dogs are allowed in the clubhouse with the exception of guide dogs. Dogs must be kept on a lead at all times on the golf course and any mess cleaned up immediately.

Members, before leaving the club, shall pay all expenses incurred on their behalf or for their guests.

No member shall take away from the club any newspaper, book, pamphlet, or other articles, if property of the Company.

Members shall not reprimand employees of the Company thereof. All complaints shall be made to the Company in writing who shall submit to the Directors, and whose decision shall be final.

We regret that we have also to advise you not to leave money or valuables unattended.

11. MEMBERS PLAYING PRIVILEGES

Advance booking of tee times.

Members can book tee times up to 14 days (subject to course availability) in advance by telephoning the club or 16 days online. However, tee reservations must be paid for at least 30 minutes before tee-off time otherwise the Company reserve the right to cancel the reservation and allocate the time to other golfers.

If reserved tee times are not claimed and at least 24 hours notice has not been given, the Company reserve the right to invoice the member for full green fee equivalent to one member and 3 guests.

Note: Golfers must have an official handicap or be of reasonable golfing ability to play the Willow Valley Course.

Enter competitions organised by the Company.

The Company will allow the club to organise regular medal competitions and other club competitions for entry by club members on payment of a competition entry fee set at a level appropriate to each competition.

Introduction of guests.

Full members & 5 Day members all qualify to introduce guests.

Each member may introduce up to 3 guests at any one time. Members must play with their guests and are responsible for payment of their guests green fees and for their conduct both on and off the course.

A guest may play up to a maximum of 4 times during the membership season at guest rates. Subsequent rounds thereafter are chargeable at full rate.

Members found to be inviting guests more than the permissible 4 times at guest rates will have their membership terminated.

12 INTERCLUB COMPETITIONS & Match plays

There will be official club team matches and match play events. Any other competitions not on the recognised list will be subject to members guest green fee rates.

Visitors wishing to have a practice round for competitions at Willow Valley Golf will be charged at members guest rates.

13. NOTICE OF TERMINATION OF MEMBERSHIP A member may resign his membership in the club by delivering a written notice of resignation to the company at least one month before the date on which his resignation will take effect. Notwithstanding resignation, members shall remain liable for any unpaid fees or membership subscription and no refund will be given of subscriptions already paid.

14. SUSPENSION AND EXPULSION FROM MEMBERSHIP

The Company may expel any member from membership of the Club whose conduct in the opinion of the company is injurious to the character, reputation or interest of the club or the company.

Alternatively, the company may suspend a member from some or all the privileges of membership of the club for a period up to one year in circumstances where in the opinion of the company disciplinary action is required but the gravity of the member's misconduct is not such as to warrant expulsion.

The grounds on which the company may take steps to terminate or suspend the membership of any member for disciplinary reasons, shall include, but not be limited to, cases where the member:-

- a. has submitted false information on the application for Membership;
- b. has allowed his membership card to be used by a non-member;
- c. has behaved unsatisfactorily or dressed inappropriately after due warning has been given;
- d. has failed to pay membership subscriptions or green fees in a proper or timely manner;
- e. has abused the company's management or staff; and
- f. has acted in breach of Club Rules or Bye Laws.
- g. see constitution 6b above

An expelled member forfeits all rights and privileges of membership and all rights which the member may have against the Company arising out of the membership and neither the Company nor its directors, servants nor agents shall have any liability to the expelled member. Any pre-paid subscriptions will be refunded upon expulsion.

h. In addition the club shall duly exercise the disciplinary powers delegated to them under the English Golf Union constitution.

15. OPENING AND CLOSURE OF THE PREMISES The hours of opening and closure of Club premises including the golf course and clubhouse shall be fixed by the Company and may be altered at any time at the Company's sole discretion. These will be displayed on the club website.

The Company may close the course and clubhouse or any part thereof at any time and for any purpose.

No member shall be entitled to any refund of annual fees or any other compensation in the event of closure of the course or clubhouse.

16. LIABILITY

The Company shall not be liable for loss of or damage to any property, articles or equipment brought into or stored on Club premises.

Every member shall be liable for any property damage and/or personal injury at the Club caused by the member or his guest.

Any member, guest or other person who makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Company or who engages in any contests, game, function, exercise, competition or other activity operated or organised, arranged or sponsored by the Company, either on or off the premises of the club shall do so at his own risk, and shall indemnify the company and its Directors, officers, employees, representatives and agents from any and all loss, cost, claim, injury, damage, or liability from any act of omission of any director, officer, employee representative, agent of the Company or arising out of or incidental to membership in the club or use of the course and its facilities. The members shall incur no personal financial liability by reason of membership, save for the annual subscription.

17. COMPLAINTS

Where complaints cannot be satisfactorily resolved by the Company's staff on the Club premises, they should be addressed in writing to the Company at the Company's registered office.

18. MANAGEMENT AND MAINTENANCE OF CLUBHOUSE AND COURSE

The Company will be responsible for all maintenance of the golf course and clubhouse and for the management of the facilities in the clubhouse.

During all peak times, the Company reserves the right to team up players into groups of 4 balls if in the opinion of the Company such action is necessary to enable players to gain access to the course without reasonable delay.

19. ANNUAL MEETING

The first Official Meeting was held on the 1st December 1995. Due to a consistent lack of attendance there is no longer an AGM. The sole purpose of the AGM was to elect the Committees (except the Company Representative).

Going forward all committee roles due for re-election will be advertised on the club notice board and where there are more candidates than positions a ballot will be held.

Note: Only Full Members may vote.

20. CAPTAIN & VICE CAPTAIN

The Company will appoint the first Captain and Vice Captain from among the members as soon as possible after the start of the first official membership year.

The inaugural Captain will officiate for 2 (two) official years ending in December 1997.

Prior to the Annual Prize Presentation Evening the current Captain will propose to the Company a nomination for Vice Captain in the following year. The positions will be brought into effect at the Annual Prize Presentation Evening.

Alternative nominations for Vice Captain may be made to the Company by any member, and provided that the Company agrees, and that four other members second each nomination. In the event that more than one nomination for the position is made, the Company will decide who becomes Vice Captain.

20. THE CAPTAIN'S DUTIES

a. Duties

1. Committee work experience.
2. Organisational experience.
3. Articulate.
4. A handicapped golfer.
5. Thorough knowledge of golf at competition level.
6. Thorough knowledge of golf rules and etiquette.
7. Ability to lead and motivate.
8. Willing to play with new members.
9. Willing to support all teams at home and away.
10. Present prizes at all competitions.
11. Attend as many committee meetings as possible.

21. THE GOLF & HANDICAP COMMITTEE

a. The members shall appoint a Competition and Handicapping Committee which shall have complete control of competition and handicapping matters in the club. The Handicap Chairman and two others to be elected committee members shall form a separate handicap committee. The Captain & Company will determine the Handicap/Competition chairman.

b. Committee members must be fully paid up members holding an official handicap certificate.

c. The Committee will comprise the Captain, Vice-Captain, Handicap Chairman, Treasurer, Ladies Team Co-ordinator, Scratch Team Co-ordinator, Handicap Team Co-ordinator, Rabbits Team Co-ordinator & Company Representative (advisory non-voting role). The Chairman and two members will serve for two years and other elected members shall serve for one year. Each member is entitled to stand for re-election.

Nomination for the elected members of the golf Committee shall be submitted a minimum of one month before the Annual Prize Presentation Evening at which voting shall take place if necessary. At the discretion of the Golf committee in agreement with the Company a maximum of an additional one member may be co-opted to serve in a non-elected role.

The committee shall be responsible for selecting teams for inter-club competitions, for monitoring members behaviour, for organising social events, and for all matters concerning the club and members which are not otherwise the responsibility of the Company.

23. SOCIAL ACTIVITY

Must be agreed by the Company if taking place on Company Property.

25. CLUB TROPHIES

Trophies will be the property of the Club from wherever they may come. Any member wishing to donate a trophy to the Club must first of all get the approval of the Handicap Committee and secondly, the approval of the Company. Only one trophy will be accepted from any individual member during that person's membership of the club. Any trophy submitted to the Club which is personalised must be subject to the approval of the Committee and the Company.

26. ALTERATIONS TO THE RULES (with the exception of E.G.U. and L.G.U. rules) Conduct of the Game on Page 2).

These rules may be amended and repealed or added to by the Company at any time and in such manner as it thinks fit.

27. BYE-LAWS

The Company will make, revoke and amend necessary such by laws as it may from time to time consider necessary concerning play on the golf course or the operation of the clubhouse or any other relevant matter.

28. DISPUTES

The Company shall be the sole authority for interpreting the rules of the Club and for settling all disputes relating to the affairs of the club and the members.

The company can refuse admission to the club to any person in its absolute discretion and can eject any person from the Club premises without giving any reason.

By reason of their membership, members accept and agree to be bound by the rules and bye-laws of the Club as amended from time to time both for themselves and for their guests.

29. HONORARY MEMBERS

Honorary Members will be allowed full club rights and will be bound by these rules. They will be allowed full voting rights at Annual General Meetings and also voting rights on committees if serving on them.

30. REVOCATION

Rules 4b, 5a, 5b, 5c, 14g and this rule shall not be amended or revoked without the prior written consent of the English Golf Union.

31. GENERAL

- a. Members and guests may only consume food and beverage bought on Club premises.
- b. Balls must not be purchased from course vendors as this practice encourages stealing.
- c. Captain or subsequent Vice-Captain & Company Representative should always be present at any Committee meeting.
- d. The Committee may only raise funds for projects agreed by the Company.

32. CHILD PROTECTION & SAFEGUARDING POLICY

Willow Valley Golf has considered its responsibilities to the children participating in golf at our premises and within our club very carefully, and has produced the following safeguarding Protection Policy and underpinning procedures in order to set out the standards we wish to uphold in providing activities for children and safeguarding the welfare of children in our care.

Willow Valley Golf affiliates to the English Golf Union/ Association, [and our professional coaching staff are members of the Professional Golfers Association]. The club recognises the policies of these Governing Bodies, as set in out in Guidelines for Safeguarding Children in Golf.

i) POLICY STATEMENT

Willow Valley Golf acknowledges its duty of care to safeguard the welfare of all children (defined as those under 18) involved in golf within the club. All children have the right to protection, and have their particular needs to be taken into account.

Willow Valley Golf will therefore endeavour to ensure the safety and protection of all children involved with the club through the Child Protection guidelines adopted by the Management Committee in this endeavour.

ii) POLICY AIMS

- To provide children with appropriate safety and protection whilst in the care of the club and also help them to enjoy their experience of the sport.
- To reassure parents that their children will receive the best practicable care possible whilst participating in activities within the club
- To provide support to staff and volunteers to make informed and confident responses to specific child protection issues and to fulfil their role effectively.

iii) PRINCIPLES

- The welfare of the children is paramount
- All children, whatever their age, culture, disability, gender, language, ethnic origin and religious beliefs have the right to protection from abuse
- All suspicions and allegations of abuse and poor practice will be taken seriously and responded to swiftly and appropriately.
- All staff and volunteers working in golf have a responsibility to report concerns to the club welfare officer.
- Adults – staff, volunteers, coaches, referees and members will be supported to understand their role and responsibility with regard to the duty of care and protection of children and young people.
- Individuals will receive support through education and training to be aware of and understand best practice and how to manage any welfare or child protection issues that may come to light.
- Willow Valley Golf will work in partnership with parents to review and implement child protection and welfare procedures.
- Willow Valley Golf's policy and procedures are based on the above principles and the UK and international legislation and government guidance and the following into consideration:
 - The Children Act 1989 and 2004.
 - The Data Protection Act 1994 & 1998.
 - The Police Act 1997.
 - The Human Rights 1998.
 - The Protection of Children Act 1999.

- Caring for the young and vulnerable – Home Office Guidance for preventing the abuse of trust 1999.
- The Criminal Justice and Court Services Act 2000.
- What to do if you are worried a child is being abused 2005
- Working together to Safeguarding Children 2006.
- The UN Convention on the Rights of the Child.
- Any subsequent legislation relating to child protection would implicitly be incorporate into this document.

iv) RESPONSIBILITIES AND COMMUNICATION

- The Willow Valley Golf Club Child Protection Policy will be available to all members, parents, staff, volunteers and participants.
- The Policy will be reviewed every three years by the Management Committee, and amended as appropriate. Guidance from golf's governing bodies will be sought as part of the review process.
- The Management Committee has responsibility for ensuring that the policy and procedures are implemented, including taking any appropriate disciplinary action necessary.
- The club welfare officer has responsibility for responding to any allegations, concerns or child protection incidents, passing information to the appropriate National Governing Body Lead Child Protection Officer and informing the appropriate club staff.
- Parents have a responsibility to work together with the club in implementing procedures and providing their children with the necessary information to safeguard themselves.