

Making Golf Flourish



NEWPORT GOLF CLUB
ISLE OF WIGHT

FOUNDED 1896

NEWPORT GOLF CLUB STATUS REVIEW

“In November 2020, Club Members were consulted as to the Club becoming a Company Limited by Guarantee. The majority of Members indicated they prefer the Club pursue this status. To affect the proposal means changes to Article of Association, Club Rules and Transfer of Assets. The changes will require approval at the next General Meeting. Draft Articles, etc are appended for Members input.

Your help is important.

Please send your comments to the Club President.

Thank you.”

Pathway (P2),

Articles (P3),

Structure (P10),

Club Rules (P10),

Transfer (P16),

Specimen Duties and Job Descriptions (P17),

Specimen Resolution (P19),

Specimen Invitation (P19),

Specimen Acceptance (P20),

Specimen Proxy (P20),

Specimen Declaration Fit and Proper Person (P 20)

PATHWAY TO INCORPORATION

Stage 1 Working group reviews impact on Club. In terms of benefits and liabilities. For example: staff, assets, licences.

Stage 2 Proposal referred to Executive Committee. If Executive Committee in favour arrange consultation with members.

Stage 3 Consultation. Members need time to consider proposal. If members appear favourable Executive works on Articles and Rules.

Stage 4 General Meeting of Club to approve or reject.

Stage 5 Members sign up to new company by way of invitation and acceptance.

**THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
of
NEWPORT (IW) GOLF CLUB LIMITED**

1. INTERPRETATION

In these Articles:

“the Act” means the Companies Act 2006 including any re-enactment or statutory modification.

“the Company” means Newport (IW) Golf Club.

“the Board” means the Board of Directors of the Company acting collectively.

“the Bye-Laws” means the Club Rules laid down by the Board in force from time to time.

“Officer” means a director, secretary, or manager of the Company

“Member” means a member of the Company.

Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification not yet in force when these Articles become binding on the Company. The masculine includes the feminine and, where appropriate, the singular includes the plural.

2. OBJECTS

The objects for which the Company is established are:

- a. To acquire and take over all or any part of the undertaking, assets and liabilities of the present unincorporated association known as Newport (IW) Golf Club.
- b. To promote and encourage community participation and provide all necessary facilities for the amateur sport of golf in Newport, Isle of Wight, and to foster social relationships amongst members as an adjunct to the sporting purposes of the Company.
- c. To manage, maintain and develop all or any part of the lands and buildings occupied by the Company for the benefit of its members.
- d. To buy, supply and sell all kinds of equipment used in connection with the game of golf and all liquors, provisions and refreshments required by members or other persons frequenting the course, clubhouse, and other premises of the Company.
- e. To hire and employ all classes of persons considered necessary for the purposes of the Company and to pay them, in return for services rendered to the Company, salaries, wages, gratuities and pensions.
- f. To establish, promote or subscribe to any other association or club whose objects are similar to the objects of the Company or the establishment or promotion of which may be beneficial to the Company.
- g. To promote and hold, either alone or jointly with other associations or clubs, golf meetings, competitions, and matches.

- h. To purchase, take on lease, hire or otherwise acquire any property, rights, privileges or equipment which the Company may think necessary or convenient for the promotion of its objects.
- i. To sell, let, mortgage, dispose of or turn to account all or any of the property and assets of the Company as may be thought expedient with a view to the promotion of its objects.
- j. To borrow or raise money for the purposes of the Company on such terms and on the giving of such security as may from time to time be determined.
- k. To invest and deal with the monies of the Company not immediately required upon such investments, security, or property and in such manner as may from time to time be determined.
- l. To do all such things as are incidental or conducive to the attainment of any of the above objects.
- m. To do all such things as the Directors consider to be in the best interests of the Company.

3. STATUS

The Company is a non-profit making company and accordingly all income and property howsoever derived shall be used solely towards the promotion of its objects and no portion thereof shall be paid or transferred, directly or indirectly, as dividend, bonus or otherwise, by way of profit to the members of the Company or third parties.

4. MEMBERSHIP

- a. Membership of the club shall be open to anyone interested in the sport on application, regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion, or other beliefs, except as a necessary consequence of the requirements of Golf. The club may have different classes of membership and subscription on a non-discriminatory and fair basis. The club will keep subscriptions at levels that will not pose a significant obstacle to people participating. The club committee may refuse membership, or remove it, only for good cause such as conduct or character likely to bring the club or sport into disrepute. Appeal against refusal or removal may be made to the members.
- b. Membership of Newport (IW) Golf Club is for a period of one year commencing 01st June until 3rd May.
- c. The Company may have different classes of membership and subscription on a non-discriminatory and fair basis. Subscriptions will be kept at a level which will not pose a significant obstacle to membership and the use of the Club's facilities.
- d. The Board of Directors may refuse membership, or remove it, only for good cause such as conduct or character likely to bring the Club or sport into disrepute. Appeal against refusal or removal may be made to the members.
- e. A register of members is to be maintained as required by the Act.
- f. The Company members are the subscribers to the Articles of Association and every person who has been approved for membership of the Company following application in the form and manner determined by the Board.
 - g. The rights of a member as such are personal and not transferable and cease upon their death.
 - h. As every member, upon payment of Entrance Fee (if any) and Subscription becomes entitled to the benefits and privileges of the Club, such payment is deemed to be a

declaration of acceptance of the Club Rules and an agreement to be bound by them and to any amendments which may be made to them.

- i. The Board shall have the power to take disciplinary action, including expulsion, against any member in accordance with the procedure laid down in the Club Rules.
- j. Any member of the Company who ceases to be a member for whatever reason forfeits all rights to claim upon the Company, its property, or funds, or return of fees or subscriptions paid and remains liable for any fees or charges due from him as at the date of cessation including, for the avoidance of doubt, the undertaking to contribute the sum of Five Pound Sterling set out in Article 5 below.
- k. Notice of resignation: Any member wishing to resign his membership of the Company must give notice in writing of his intention to do so, addressed to the Secretary, and deposited at the registered office of the Company.
- l. Expulsion of members: Any member of the Company expelled in accordance with the Rules, or otherwise ceasing to be a member of the Company whether by resignation, death or any other reason, shall, in default of an actual notice of resignation of his membership of the Company served in accordance with Article (4.k) above, be automatically deemed to have served a notice resigning his membership of the Company pursuant to Article (4.k) one calendar month from the date that he ceased to be a member of the Company.
- m. On the recommendation of the Board any person being a Member of the Club may be elected at a general meeting as an Honorary Member, either for life or for a specified period. Honorary members shall be entitled to full use of the Club's amenities and all privileges of a Member including the power to vote at general meetings and to nominate.

5. LIABILITY OF MEMBERS

Every member of the Company undertakes to contribute to the Company's assets if it is wound up while he is still a member or within one year afterwards, for payments of the debts and liabilities of the Company contracted before he ceased to be a member, for the costs, charges and expenses of winding up and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding Five Pound Sterling.

6. GENERAL MEETINGS

- a. **Annual General Meeting.** The Company shall hold a general meeting in each year as its Annual General Meeting and shall specify the meeting as such in the notices convening it. Not more than 15 months shall elapse between the date of one Annual General Meeting and the next and they shall be held at such time and place as the Board shall appoint, at not less than 21 days' notice to members. Business shall be restricted to:
 - (1) Approval of the Minutes of the previous AGM and any EGM held during the year.
 - (2) Receive annual report and accounts.
 - (3) Consideration of members' motions.
 - (4) Election of Directors and Club officials.
 - (5) Amendments to the Articles of Association or Club Rules.
 - (6) Appointment of auditors.
- b. **Extraordinary General Meetings.** All general meetings other than the Annual General Meeting shall be called extraordinary general meetings which may be summoned by the Board at any time at not less than 14 days' notice to members. Additionally, the Board shall give notice of an extraordinary general meeting within 21 days of receipt of a requisition for such a meeting signed by at least 10% of full members of the Company stating the resolution to be proposed. The meeting shall be held within 28 days of the notice convening the meeting. No business

shall be transacted at an Extraordinary general meeting unless a quorum of fifteen members are present.

- c. **Notice.** Notice is to be given to all Company members but the accidental omission to give notice of a general meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
- d. **Quorum.** A general meeting is not valid unless a quorum of 15 members of the Company is present. If a quorum is not present within 30 minutes of the time appointed, the meeting:
 - (1) If called pursuant to a request by members, shall be dissolved.
 - (2) In any other case, shall be adjourned to a time and place as the Board may determine. At the adjourned meeting if a quorum is not present within 30 minutes of the time appointed, the meeting shall be dissolved.
- e. **Chairman.** The Chairman of the Board of Directors shall preside as Chairman of general meetings, but if he is not present, one of the Directors will be elected to deputise. If there is no Chairman or he is unwilling to act, or he is not present within 10 minutes after the time appointed for the holding of the meeting, the directors present may elect one of their number to be Chairman of the meeting. If at any meeting no director is willing to act as Chairman, or if no director is present within 15 minutes after the time appointed for holding the meeting, the members present may, by simple majority, elect one of their number to be Chairman of the meeting, or they may, by simple majority, vote to postpone the meeting in circumstances where the Chairman or directors are absent for good cause.
- f. **Passing of Resolutions.** At any general meeting, a resolution put to the vote shall be decided on a show of hands unless a poll is demanded, subject to the Act, before or on the declaration of the result of the show of hands by either the Chairman, at least two Company members or persons representing at least 10% of the total voting rights of all the members having the right to vote at the meeting. If no poll is demanded, a declaration by the Chairman that a resolution has or has not been passed whether unanimously or by a majority, and an entry to that effect in the minutes, shall be conclusive evidence of that fact, without proof of the number or proportion of the votes recorded in favour or against the resolution. The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the Chairman, and the withdrawal of a demand for a poll does not invalidate the result of a show of hands declared before the demand for a poll is made.
- g. **Poll.** If a poll is demanded on the election of a Chairman, or on a question of adjournment, and is not withdrawn, the poll shall be taken forthwith. If demanded on any other matter it shall be taken at such time as the Chairman directs but within 30 days of the date demanded. He is not empowered to extend the poll to Company members who were not present at the meeting in question. The result of the poll is deemed to be the resolution of the meeting at which the poll was demanded.
- h. **Voting.** Every member of the Company aged 18 and over shall be entitled to vote at general meetings provided all monies due by him to the Company are paid. In the case of proposed revisions to the Articles of Association, such resolutions shall not be declared carried unless supported by at least two-thirds of those attending and voting. On all other subjects, in the event of the voting for and against a motion being equal, the Chairman shall have the right to exercise a second and casting vote.
- i. **Proxies.** Any member of the Company may appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company. Every notice calling a general meeting of the Company shall include, with reasonable prominence, a statement informing the member of his rights to appoint a proxy, which is to be in the following form:

Or, where the Company has given an electronic address in a notice calling a meeting, and in an instrument of proxy or invitation to appoint a proxy in relation to the meeting, any document

or information relating to proxies for that meeting may, subject to any conditions or limitations specified in the notice, be sent by electronic means to that address. Documents relating to proxies include: the appointment of a proxy in relation to a meeting, any document necessary to show the validity of, or otherwise relating to, a proxy, and notice of termination of the authority of a proxy.

I (name) of (address) being a member of Newport (IW) Golf Club hereby appoint (name) of (address) as my proxy to vote in my name and on my behalf at the general meeting of the Company to be held on (date) and at any adjournment.

Date..... Signature.....

The instrument appointing a proxy must be received by the Company no later than the following time:

- (1) In the case of a meeting or adjourned meeting, 48 hours before the time for holding the meeting.
- (2) In the case of a poll taken more than 48 hours after it was demanded, 24 hours before the poll is taken.
- (3) In the case of a poll taken not more than 48 hours after it was demanded, the time it was demanded.

In default of compliance with this Article the instrument of proxy shall not be treated as valid.

7. MANAGEMENT

- a. The management of the Company shall be the responsibility of the Board of Directors, elected by Company members at a general meeting. The Board shall have full powers for carrying out the affairs of the Company, including the co-option and delegation of authority to *ad hoc* committees.
- b. It shall be the responsibility of the Board, meeting at regular intervals, to ensure effective management of the Company in all respects and to determine and review financial and development policies.
- c. The Directors shall elect a Chairman from within their number and he shall remain as such until either another Director is elected in his place or he ceases to be a Director.
- d. Any elected 'Captain of the club' shall be an ex officio board member, entitled to attend meetings without voting rights and shall not be eligible to be appointed Chairman of a meeting of the Board. A Member may not be a Director of the Company concurrently with being a Captain.

8. DIRECTORS

- a. **Number.** The maximum number of Directors is 6 and at Board meetings 3 Directors are a quorum.
- b. **Remuneration.** No Director shall be appointed to any salaried office and no remuneration or other benefit in money or money's worth shall be paid or given to a Director by the Company, except payment of out-of-pocket expenses properly and reasonably incurred solely in connection with the Directors' duties.
- c. **Election.** One month before the Annual General Meeting of the Company the names of those Directors who are vacating their appointments shall be posted on the Club notice board. Any two members of the Company may make nominations to fill vacancies which are to be given to the Company Secretary in writing at least 14 days before the Annual General Meeting at which time each nomination and the names of the Proposer and Secunder thereof shall be posted on the Club notice board. Elections shall take place at the Annual General Meeting and in the event of there being more nominations than vacancies, election shall be by ballot. No Director may remain in post for more than 3 years without retiring from office. Retiring

officials may be re-elected. Each member of the Board must satisfy HMRC's fit and proper person test to be involved in the general control, management and administration of the Club and must declare (in the required form) that he is a fit and proper person prior to being elected.

d. **Removal.** The office of a Director shall be vacated by ordinary resolution before the expiration of his period of office if:

- (1) He holds any office of profit under the Company.
- (2) He ceases to be a Director by virtue of any provision of the Act.
- (3) His membership of the Company is terminated.
- (4) He absents himself from Board meetings for a continuous period of 3 months without special leave of absence from the remaining Directors.
- (5) He becomes bankrupt or makes any arrangement or composition with his creditors generally; or he is, or may be, suffering from mental disorder.
- (6) He is disqualified from acting as a Director by operation of law and order of the Court.
- (7) That person is requested to resign by not less than two-thirds of the other members of the Board acting together.
- (8) Notification is received by the Club from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.
- (9) A person who is removed from office as a director of the Board for whatever reason shall be deemed to have resigned from office and the vacancy shall be filled in accordance with these Articles.
- (10) Whose conduct, in the opinion of the other Directors and Captain(s), is injurious to the good name of the Club or such as to forfeit his right to remain a member as set out in the Club rules.

e. **Powers.**

- (1) Subject to the provisions of the Act and these Articles and to any direction given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
- (2) The Directors may appoint any person to be staff or agent of the Company for such purposes and on such conditions as they determine.
- (3) The Directors may delegate any of their powers relating to golfing matters, social arrangements, and day-to-day management (including disciplinary procedures) to a committee entitled the Captain's Committee which shall have the constitution, rights and duties as set out in the Club Rules.
- (4) All cheques and other negotiable instruments and all receipts of monies paid to the Company shall be signed, drawn, accepted, and otherwise executed as the Directors shall decide.
- (5) The Board shall have the power to fill any vacancy in their own number during the year for the unexpired term of the Director creating the vacancy subject to confirmation at the next Annual General Meeting.

f. **Limitations of Powers.** The Directors do not have the power without the approval of members of the Company in general meeting to:

- (1) Borrow money or incur capital expenditure, in any financial year, more than 20% of the total amount received from members' subscriptions in the previous financial year.
- (2) Impose increases in levels of subscription and entrance fees.
- (3) Exchange, sell or otherwise dispose of any part of the Course or Clubhouse.

9. ACCOUNTS

The Board shall ensure that adequate accounting records are kept which include entries of all sums of money received and expended and a record of the assets and liabilities of the Company necessary to give a true and fair view of the state of the Company's financial affairs. The annual accounts are to be prepared in accordance with the provisions applicable to companies' subject to the small companies' regime and shall be approved by the Board and signed on behalf of the Board by a Director of the Company.

The Board can decide whether to appoint Auditors. In the case of Auditors being appointment their duties shall be regulated in accordance with the provisions of Part 16 of the Act.

10. **MINUTES**

The Directors shall ensure that a summary of minutes of all Board meetings are maintained and available to members of the Company, provided that the Board, where it deems appropriate, may omit matters of a confidential or sensitive nature.

11. **CLUB RULES.**

The Board may from time to time make, amend, and repeal any Club Rule they consider necessary or expedient for the proper conduct and management of the Club, in particular but not exclusively:

- a. Regulate and prescribe such rules as they deem necessary for the nomination and election of any other subcommittee or advisory group.
- b. Determine the categories of membership.
- c. Decide the opening and closing times of the Club's premises and the permitted hours for the supply of alcohol.
- d. Regulate all matters concerning disciplinary procedures, general administration, and visitors.

No Club Rule may be inconsistent with anything contained in the Company's Articles or be in breach of any statutory provision.

12. **INDEMNITY**

Subject to the Act but without prejudice to any indemnity to which he may otherwise be entitled, every Director or other officer or committee member of the Company will be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, alleging liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company and in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the Court.

13. **DISSOLUTION**

Upon dissolution of the Club any remaining assets shall be given or transferred to another registered Community Amateur Sports Club, a registered charity or the sport's governing body, for use in related community sport.

14. **COMMUNICATION**

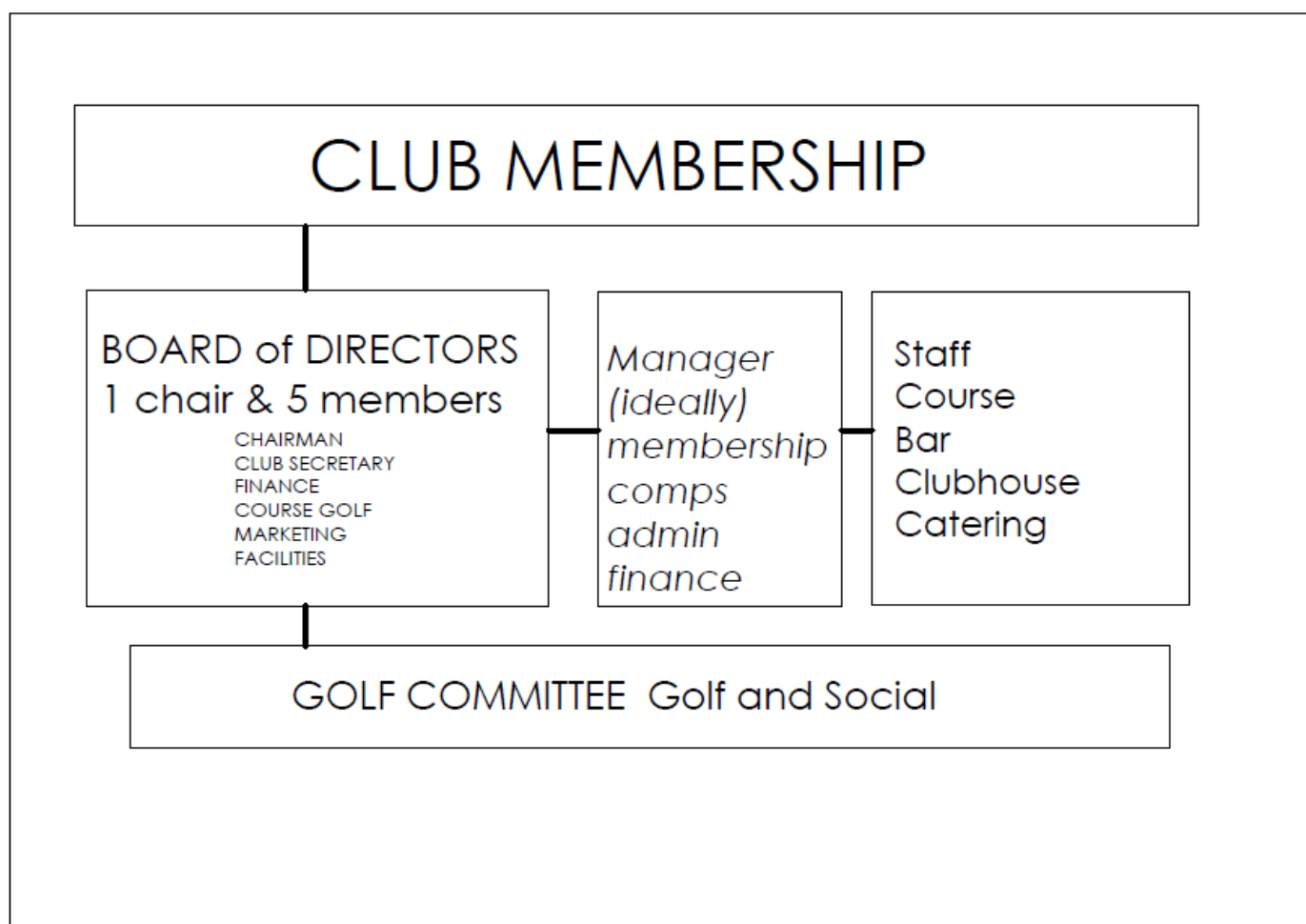
Unless otherwise provided for in the Articles or by the Act, the Company may send a document to a member by:

- a. Post in a prepaid envelope addressed to a member at a UK address.
- b. Electronic means if the member has given an email address for that purpose.

WE, THE SUBSCRIBERS TO THESE ARTICLES, wish to be formed into a company pursuant to these Articles.

WITNESS TO THE ABOVE SIGNATURES:

CLUB STRUCTURE



NEWPORT (IW) GOLF CLUB RULES

The rules are issued by the Board of Directors and are to be observed by all members. Visitors will be made aware of subjects which affect them. These rules do not deal with matters of an organisational or constitutional nature which are properly covered in the Articles of Association. These rules are concerned with the day-to-day management of the Club. They aim to ensure that everyone is offered the opportunity to obtain the maximum benefit and enjoyment from membership.

CLUB PURPOSE

The main purposes of the club are to provide facilities for and to promote participation in the amateur sport(s) of Golf in area of Newport Isle of Wight.

ACCESS TO THE COURSE

As the course is 9 holes only, players may experience congestion at the tee for the first hole when players starting their first and second nine both wish to access the first tee. In these circumstances' players shall follow the following procedure.

a) For Drawn Competitions

The course will be closed to players who are not in the competition for a period which will be indicated on a sign on the first tee. All players starting their back nine in the competition will wait until all players

starting their front nine in the competition have completed teeing off before moving onto the tee. All players who are not in the competition may only move onto the tee after the time that the course has reopened, unless advised otherwise by the Club Manager or his/hers representative.

b) For All Other Play Including Non-Drawn Competitions

If the first tee is empty with no other players waiting to tee off a flight of players starting their front or back nine may tee off immediately. A flight of players who are already on the first tee and are ready to tee off for their front or back nine must be allowed to continue.

Flights of players waiting to tee off for their front nine must interleave with flights of players waiting to tee off for their back nine. The first flight of players to arrive at the waiting area shall have precedence. Interleaving between back nine flights and front nine flights should then proceed alternately.

APPOINTMENTS

All Club officials listed below shall be elected at an Annual General Meeting. Directors for a tenure of 3 years in accordance with the procedures laid down for the election of Directors in the Articles of Association. Preference is one member for one appointment.

CAPTAIN(S) ROLE

The Captain(s) role is set out in Annex A.

CAR PARKING

Vehicles are to be parked at owners' risk.

CHANGING ROOMS

Members are to ensure that the changing rooms are kept neat and tidy and that personal golf equipment or clothing is not left overnight except in lockers. Members or visitors are responsible for any items they leave unattended.

CAPTIAN(S)

The Captains(s), if any, are delegated the authority to incur expenditure on The Club's account for the Captains' Days and any other Competitions and Functions up to limits agreed each year with the Directors. Receipts for such expenditure shall be passed to the Treasurer for reimbursement. Payment shall only be made up to the agreed limit and upon presentation of receipts.

CHILD PROTECTION

The Club has a common law duty of care to safeguard the welfare of all junior members (defined as those under 18 years of age); to provide appropriate safety and protection whilst they are on Club premises; and to reassure their parents that they will receive positive support whilst participating in Club activities. The principles and procedures to be followed, to ensure that we fulfil all responsibilities involved in the welfare of our juniors, are detailed in the Club's Child Protection Policy. It is incumbent upon all members to be aware of this Policy its content and their own obligations.

CLUBHOUSE OPENING TIMES

These will be decided by the Directors and published on the Club notice board. The aim will be to ensure that the facilities are available to suit members' requirements subject to any restrictions laid down by the Licensing Authorities.

COMMITTEE'S.

These will be decided by the Board of Directors. No committee member may receive remuneration for their roles, except payment of out-of-pocket expenses properly and reasonably incurred solely in connection with a duty.

COMPLAINTS

A complaint shall be made in writing, identifying the Member making the complaint, signed, and given to the Secretary. In the first instance the Secretary shall acknowledge the complaint within seven days of receipt and subsequently give a full response within twenty-eight days. If the Secretary is unable to deal with the complaint, he/she shall refer it to the Directors, for deliberation and final decision. The conduct of a member of staff shall not be a matter for personal reprimand by a member.

DISCIPLINE

The Club's Disciplinary Procedures are at Annex B.

DOGS

Dogs are not allowed in any part of the Clubhouse without the permission of a director or committee member. Members are not to walk their dogs across the Course when playing golf.

DRESS

Members are always expected to set an example by maintaining good standards. A smart casual code of dress is regarded as acceptable and it is considered that detailed requirements publicised on Club notice boards should not be required.

ETIQUETTE

Players are expected to familiarise themselves with the rules and etiquette of golf and are requested to co-operate in preserving the condition and amenities of the Course. This includes the repair of pitch marks, the replacement of divots, the raking of sand bunkers and the replacement of the rake in the sand. Those playing a shortened course are to ensure that they do not hold up or inconvenience anyone playing the full course.

FEES AND SUBSCRIPTIONS

- a. Entrance fees and subscriptions for all categories of membership shall be submitted by the Directors for approval at the Annual General Meeting for the subscription year commencing on the following 1st June.
- b. Subscriptions are payable annually in advance on 1st June. New members whose applications are received after 1st June shall pay the full entrance fee and such proportion of the annual subscription as the Directors shall determine.
- c. Any member whose subscription is not paid by 1st July shall be suspended from the use of the Clubhouse and the Course unless the Directors defer such action. The membership of any member whose subscription is not paid by 1st June shall be deemed to have lapsed unless the Directors, in special circumstances, determine otherwise.

FOOD AND DRINK IN THE CLUBHOUSE

No-one is permitted to bring any food or drink into the Clubhouse for consumption without the prior agreement of the Board of Directors.

GREEN FEES

Green Fees are as decided by the Board of Directors and a member introducing a guest at a reduced rate must play with that guest.

HANDICAPS

Handicaps will be managed in line with the World Handicap System.

Initial Allocation. To obtain an official handicap a member must submit cards (marked by a player who has an official handicap) for 3 rounds of golf played from the yellow or (in the case of lady members) from the red tees and submitted to the Competition Secretary for consideration for allocation of a playing handicap.

Amendment. Qualifying competitions are automatically considered in varying a player's handicap and members are reminded that all competition cards in qualifying competitions are returned to the Captain(s) or his appointee and scores input online or on the competition's computer.

INSURANCE

Members are reminded that the annual insurance premium paid covers only personal liability to a third party. Any loss of, or damage to, their personal possessions in the Clubhouse or other Club premises due to fire, burglary, theft or other cause, is not covered by the Club's insurance and they are recommended to make their own arrangements.

LICENSING

Licensing is subject to the conditions of a Club Premises Certificate administered by the Isle of Wight Council under conditions of the Licensing Act 2003, all restrictions of which are to apply to ensure continued eligibility

as a qualifying club, which includes a two-day interval between the date of acceptance of membership and the use of the licensed facilities.

LOYALTY CARDS

Loyalty cards are issued to members for purchases of bar supplies at discounted rates and it is incumbent upon them to ensure that they are always retained in a credit balance.

MEMBERSHIP

Membership of the club shall be open to anyone interested in the sport on application, regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion, or other beliefs, except as a necessary consequence of the requirements of [insert name of sport]. The club may have different classes of membership and subscription on a non-discriminatory and fair basis. The club will keep subscriptions at levels that will not pose a significant obstacle to people participating. The club committee may refuse membership, or remove it, only for good cause such as conduct or character likely to bring the club or sport into disrepute. Appeal against refusal or removal may be made to the members. Categories of membership are listed at Annex C and the application form is at Annex D.

MEMBERS PRIVATE FUNCTIONS

A Member may, with the approval of the Board or Club Secretary or Manager, reserve the whole or part of the Club premises for a bona-fide private function arranged or sponsored by him/her for a Society or organisation of which he/she is a member. Such functions shall not exceed the total of twelve in any one calendar year. Non-members attending such functions may be permitted to purchase intoxicating liquor if signed in by a Member.

MEMBERSHIP SUBSCRIPTIONS

Categories of subscription are listed at Annex E

NOTICE BOARDS

Notices may not be put up in the Clubhouse without authority of the Directors/ Captain(s).

PAYMENT OF EXPENSES

Members are required to pay all expenses they incur on their own behalf or for guests in the Clubhouse or on the course before they leave.

PRACTICE

It is not permitted to practise on any part of the Golf Course. All practice must take place within the defined areas.

PROPERTY

Articles of Club property broken or damaged by members may have to be paid for by the members concerned.

PUBLIC ACCESS

Players are to respect the right of the general public's access to paths and bridleways in and around the Course.

SUGGESTIONS

Members' suggestions are to be submitted to either the Directors or the Captain(s).

TEE RESERVATION TIMES

To be decided by the Board of Directors.

TROLLEYS AND BUGGIES

Except when Course conditions dictate otherwise, both wide-wheeled trolleys and golf buggies may be used on the Course although neither are to be taken on to approach areas to Tees and Greens. Both trolleys and buggies may be hired from the Club but anyone wishing to use a privately-owned buggy must first obtain agreement from the Directors. Members wishing to store trolleys or buggies on the Club's premises do so at their own risk on prepayment of a fee determined by the Directors.

TROPHIES

For reasons of security all trophies are to remain in the Clubhouse, although the Club Manager may permit the winners to remove them for a period providing a written undertaking is made to the effect that they will be kept in a place of safety and in good condition.

VISITORS

- Visitors may be allowed the privilege of using the Clubhouse and Course facilities upon payment of such green fees as the Directors shall from time to time decide. Their names shall be entered in the Visitors Book prior to play or on admission to the Clubhouse.
- Playing members of the Club may introduce a guest at a reduced green fee. However, this concession is limited to one guest at a time and always providing that the same guest does not benefit from this privilege on more than six occasions in any one calendar year.
- Income from non-members is a vital element of the Club's finances and it is incumbent upon all members to treat visitors to the Club as they would expect themselves to be treated. A non-playing guest introduced by a member may remain in the Clubhouse only for as long as the member is present.

ANNEX A ROLE OF THE CAPTAIN(S)

The Role of the Captain(s) is made pursuant to the Company's Articles of Association and Rules to promote the game of golf and fellowship between the members.

The Captain(s) shall be responsible for the organisation of golf and social events and for the overall conduct of the members both on the Course and in the Clubhouse. Their authority and responsibilities are subject to any restriction placed upon them by the Articles of Association and any resolution properly passed by the Board of Directors.

Golf:

- (1) In conjunction with the club's competition secretary and or club secretary and or Manager co-ordinate a Fixtures List of competitions and matches for each class of membership.
- (2) In conjunction with the club's competition secretary and or club secretary arrange and organise all Club competitions for the benefit and, so far as is possible, the equal opportunity for all members.

Social:

- (1) In conjunction with the club secretary and or Manager organise the Club's annual Dinner/Dance
- (2) In conjunction with the club's competition secretary and or club secretary arrange other functions as and when considered appropriate.
- (3) Promote the reputation of the Club as friendly, welcoming, and well-run.
- (4) Consider and make recommendations to the Board regarding any alterations or additions to the Clubhouse which will improve the facilities available.
- (5) Monitor the standard of service provided by the bar and catering staff.

Conduct:

- (1) In conjunction with the club's competition secretary and or club secretary and or Manager and Junior Organiser foster the development of Junior members.
- (2) Ensure that standards of dress and good manners are such that members, guests and visitor shall at all times feel at ease.
- (3) Administer disciplinary procedures as required in accordance with Annex B.
- (4) Interview prospective members as considered necessary.

Support.

Captain(s) may seek support of other members with Board approval.

Election. One month before the Annual General Meeting of the Company the Secretary shall post on the Club notice board the names of those officials who are vacating their appointments. Any two members of the Company may make nominations to fill vacancies which are to be given to the Secretary in writing at least 14 days before the Annual General Meeting at which time the Secretary shall post each nomination and the names of the Proposer and Seconder thereof on the Club notice board. Elections shall take place at the Annual General Meeting and in the event of there being more nominations than vacancies, election shall be by ballot. No Board member may remain in post for more than 3 years without retiring from office. Retiring officials may be re-elected.

- A) The Club Captain of Newport (IW) Golf Club Ltd, can and shall be gender neutral and voted upon by all members once nominated.
- B) A member wishing to become Captain and having put themselves forward/nominated for 3 consecutive years, shall automatically become so on the fourth year if nominated. (this preventing populist voting) However, should 2 or more members qualify this shall go to the members vote.
- C) No one gender shall hold the position of Captain for more than 4 years consecutive. This unless, no such other alternative gender is nominated by members.

ANNEX B DISCIPLINARY PROCEDURES

The Directors of the Company shall have the authority to expel any member of the Company whose conduct, in the opinion of the Directors and Captain(s), is injurious to the good name of the Club or such as to forfeit his right to remain a member. This power includes actions against any delegated committee personnel and Directors, respectively.

In addition to the power of expulsion, the Board of Directors shall be authorised to admonish or suspend membership rights and privileges for a period of up to 12 months if any member behaves in a manner which, in the opinion of the Captain(s) or Directors, justifies disciplinary action of a less severe nature than expulsion. The Directors and Captain(s) shall have power to exclude the member from the Clubhouse and/or Course pending the hearing of the case against him. Suspension shall not relieve the member from any financial obligations to the club.

Before taking any disciplinary action against a member, the Board of Directors shall notify the member in writing stating the reasons for considering such action and allowing the member 14 days in which to explain his conduct in person or in writing.

The Board of Directors shall inform the member of the decision in writing.

If the member is aggrieved by the decision, he may appeal within 7 days by giving notice in writing to the Board of Directors who will nominate a Review Body of 5 Past Captains to hear the case within 14 days of receipt of the appeal. The Review Body's decision shall be final and shall be confirmed in writing to the member within 7 days from conclusion of the hearing.

A member who is expelled shall have the right of appeal to the members at an Extraordinary General meeting (having followed the Articles of Association under 4(b)) if he so requests within 7 days of his expulsion and the meeting shall be convened within 21 days of receipt of the appeal. If at least two thirds of the members present and entitled to vote at the meeting are in favour of allowing the appeal, the member shall be automatically reinstated.

If the member so requests, he may at his own expense have legal representation at any hearing before the Board, Review Body appointed by the Board or members in general meeting; otherwise, he or she shall have the right to be accompanied by another member.

ANNEX C MEMBERSHIP

- 1. There shall be the following categories of membership:

- Life Member
- Full Member 7 day
- Full Family Members
- Associate (tba)
- Junior/Student Member
- CASC member
- Social Member
- Honorary Member
- Range Member
- Any other Membership introduced by the Board to encourage membership

- 2. The following rules apply:

Life Member. May only be granted by members at an Annual General Meeting. Annual Subscriptions are waived for Life Members. Any Participating Member who has been a Member of

The Club for thirty consecutive years or more shall be awarded Life Membership with effect from the first day of the month during which their eightieth birthday falls.

Full Member 7 day. Enjoy all the facilities of the Club and may vote at General Meetings

Associate Membership. (tba) Enjoy all the facilities of the Club (during certain times) are not allowed to vote at General Meetings, may not play in Club competitions may not stand as a Director.

Junior/Student Membership. Available only to persons below the age of 18 years (22 if receiving full-time instruction at an educational establishment) on 1st June in the year of membership. In general, Junior Members are entitled to Full Membership privileges but are subject to the restrictions as set out in The Club's Child Protection Policy.

Social Membership. Social members shall have full use of the Clubhouse facilities but may not play on the Course without payment of green fees and are not allowed to vote at General Meetings and may not stand as a Director

CASC Membership. This offers a concessionary playing membership rate to persons who can demonstrate that their respective rate of subscription presents a genuine barrier to joining. The annual subscription of this is for members that are on low /modest incomes. The whole application process, which will be subject to an annual review, will be handled in a discreet and confidential manner, and it involves no reduction of normal voting or membership privileges.

Honorary Membership. Granted by the Board of Directors on an annual review basis.

Range Member: May always enjoy the use of practice facilities and the use of the Clubhouse facilities with no further charge. Range Members not allowed to vote at General Meetings and may not stand as a Director.

ANNEXE D MEMBERSHIP APPLICATION FORM: tba

ANNEX E MEMBERSHIP SUBSCRIPTIONS:

- a) All annual subscriptions shall be due on the first day of June.
- b) Members may pay the amount due in twelve monthly instalments.
- c) No member whose subscription is more than 21 days in arrears can compete for a Club competition or vote at any meeting.
- d) Any member whose subscription is unpaid on the first day of July shall cease to be a member but may be reinstated by the Directors and by payment of all arrears.
- e) If the member has been caused to resign for reasons outside his/her control the Board of Directors may, at its discretion, waive or return a proportion of a resigning Member's Annual Subscription.
- f) A member who has resigned and wishes to rejoin, must discharge all outstanding liabilities to The Club before renewal of membership.
- g) The Board of Directors may consider, on a case-by-case basis, additional measures to assist members experiencing financial difficulties.

BUSINESS and ASSET TRANSFER AGREEMENT

This is a legal contract transferring assets from Newport Golf Club to Newport Golf Club Limited. A draft copy is available on request.

DUTIES AND JOB DESCRIPTIONS

DUTIES AND LIABILITIES OF DIRECTORS

The Companies Act 2006 contains a statutory statement of directors' duties. The seven general duties of directors under the Act are:

- to act within powers;
- to promote the success of the company;
- to exercise independent judgement;
- to exercise reasonable care, skill and diligence;
- to avoid conflicts of interest;
- not to accept benefits from third parties;
- to declare an interest in a proposed transaction or arrangement.

Chairman of the Board.

To preside at all meetings of the Board; and implement such other powers and duties as from time to time may be assigned to him by the Board.

To provide leadership and direction to the Board enabling it to fulfil its responsibilities in providing sound governance and strategic direction for the club

Ensure the club pursues its core purpose as set out in the Article of Association and the club's Bye Laws

Work in partnership with the Manager to support employees; helping them achieve the aims of the club

Lead the formulation of club strategic plans

Ensure meetings are properly convened, all have opportunity to contribute, the majority vote is taken and recorded, where there is deadlock allow for casting vote

Ensure decisions are implemented

Maintain a clear grasp of the club's financial position

Maintain oversight of reputation

Company/Club Secretary

Ensure Board meetings are managed according to the requirements set out in the Articles of Association and club rules

Keep a record of meetings and disseminate relevant information in a timely manner

Ensure the club adheres to relevant regulations and laws and complies with Companies Act, CASC and Health and Safety

Deal with club correspondence ensuring timely communications with external bodies and partners

Monitor and record the result of club elections and votes

Ensure licences and insurances to operate are in place.

Return accounts to HMRC.

Director of Finance

Be responsible for the financial supervision of the club

Set annual budgets for the club with the Board and Manager for AGM approval to include Course, House and Marketing

Set and oversee robust financial systems, controls, and standardised process guide in place on spend and honorariums

Assess the financial implications of significant spend including capital expenditure and new employment positions within the club

Act as signatory on the club account

Review of outstanding subscriptions monthly. Ensure policies in relation to collection of outstanding subscriptions are followed.

Support audit processes
Liaison with the club's bankers about the club's debt/overdraft position

Course Director

To plan, programme and support working of Green Keepers for the maintenance, repair and construction of the course

To offer input, feedback and advise in cooperation Green Keepers for Turf Management programming, operational and the Capital Equipment budgets

To manage and maintain club properties including golf course, clubhouse grounds and landscaping, open spaces and the equipment used to maintain these areas

Responsible for the development and implementation of all golf course maintenance programs, budgets, and personnel decisions and training compliant with Control of Substances Hazardous to Health, Health and Safety, Lone Working Procedures and Maintenance of Outbuildings.

Marketing Director

Responsible for the Clubs marketing and communications strategies including ICT and WWW.

Overall branding and image

Prepare and manage annual marketing plans

Create a calendar of campaigns and events, set the marketing budget and analyse the market and competitors

Work with Manager to sustain membership

Work with local companies sponsors charities and public bodies

Facilities Director

To ideally liaise with and support Manager to monitor the day to day golf and clubhouse experience include the Food and Beverage, Retail Experience.

Monitor the management and performance of retail operations and services to assure high standards and total customer satisfaction

To guide a team leader with strong business and organisational skills having a passion for the game of golf.

Develop all golf operations to see that all financial goals are met

Ensure exceptional Customer Service at the Club and relates facilities.

Ensure overseeing of the golf shop operations policies, procedures, controls, and fee structures to ensure the safekeeping of assets, inventory, and resources.

Ensure overseeing of golf range, golf carts and golf operations.

Monitor and ensure clubhouse and bungalow and kept in good repair.

Captain(s)

Provide leadership on all golfing aspects of the club

Build and maintain positive relationships with all club members

Act as an ambassador for the club, to host and attend relevant events

President

Act as an ambassador for the club and represent the club at invited events.

Support encourage and champion the club.

Maintain and protect the club's reputation.

Commit to and devote time to carrying out responsibilities in line with the club's objectives, aims and values.

Newport (IW) Golf Club Manager Job Description (ideally)

1.1 To manage and co-ordinate the internal resources within Newport (IW) Golf Club and the interfaces with external service providers.

1.2 To maintain existing income streams in particularly managing competitions, membership, and bar.

1.3 To help develop further opportunities.

2. Reporting Relationship

2.1 The job holder responds to the Board of Directors

2.2 The Catering franchisee and bar staff report to the post holder.

3. Key Relationship

3.1 Manage the arrangements of competitions, membership fees and bar service and co-ordinate activities.

4. Key Accountabilities

The Manager is responsible for managing and optimising the resources of the Club within the strategic framework set by the Directors and specifically to:

4.1 Provide leadership, direction, and support to all the reporting staff so that the integrated service provided by them meets the requirements of the Club membership ensuring that all staff are appropriately trained and fully conversant with the technical aspects of their job and relevant Health & Safety requirements.

4.2 Provide support to the Board to ensure full compliance with legal and corporate requirements.

4.3 Provide a complete range of administrative support to the Board and sub Committees with functional reporting to the Board of Directors.

4.4 Manage all administrative aspects of the Club including budgets, accounts and membership.

4.5 Ensure that all aspects of internal competitions and visitor events are organised and administered in an effective and efficient manner.

4.6 Ensure that regular communication with Members, through personal contact and electronic communications is effective and relevant.

5. Key Skills & Experience 5.1 Skills

- Leadership and personnel development skills
- Exemplary interpersonal skills
- Current IT programme knowledge and computer operational skills
- Capacity to relate golf club management to the wider business world
- Strong and effective communication skills in all mediums
- Inherent ability to deliver results to agreed time and cost constraints
- Personal motivation and commitment to work flexibly outside normal working hours

5.2 Knowledge & Experience

- Current knowledge of golf and operational aspects
- Financial background and awareness of corporate accountancy requirements
- Previous experience in the environment of a traditional member focused golf club
- Previous experience in a management role
- Previous responsibility for a food and beverage operation
- Current knowledge of employment law, HSE and other regulations
- Current knowledge of the Rules of Golf, conventions, and etiquette
- First Aid qualification

SPECIMEN RESOLUTION TO INCORPORATE GOLF CLUB

A simple resolution would be as follows:

"It is hereby resolved to incorporate the Golf Club and pursuant thereto to transfer all the business, assets, and liabilities [as identified in the attached list of assets and liabilities]/[in the attached Transfer Agreement] of the Golf Club to [] Limited"

or, if the arrangements have been set out in a Proposal put to Members:

"It is hereby resolved that the arrangements for incorporation of the Golf Club as set out in the Proposal Document presented to the meeting including the Transfer Agreement to [] Limited be approved".

The directors of the new company will need to pass a corresponding resolution to accept the transfer of the business, assets and liabilities of the Golf Club or, in the case of there being a Proposal, as set out in the Proposal Document.

SPECIMEN FORM OF MEMBERS INVITATION

Company No: [.....]

NEWPORT GOLF CLUB (IW) LIMITED

Proposal for the incorporation of [] Golf Club ([]) as [] Golf Club Limited

Date []

[Golf Club]

[Send one invitation to each Member. Insert name and address of each Member]

Invitation to become a Voting Member of [] Golf Club Limited

Subject to approval of the Proposal by the Council of [] you are hereby invited to become a Voting Member of [] Golf Club Limited.

[]

[Company Secretary] [insert name and title of person sending the invitation - President/Chairman/Company Secretary] for and on behalf of [] Golf Club Limited

Definitions:

In this Invitation and Acceptance:

"[] Golf Club Limited" means Company number [insert when known] registered in England and having its registered office at [].

"Proposal" means the proposal for the incorporation of [] set out in a proposal document to be presented to the Annual Council Meeting of [] on [].

"Voting Member" means a Voting Member as defined in the Articles of Association of [] Golf Club Limited.

SPECIMEN FORM MEMBERS ACCEPTANCE

FORM OF ACCEPTANCE [] GOLF CLUB LIMITED

Subject to the invitation as set out above I, [insert name of Member], hereby accept the invitation to become a Voting Member of [] Golf Club Limited and agree to abide by the provisions of its Articles of Association and any Rules made pursuant to the Articles of Association.....

SPECIMEN FORM OF MEMBERS PROXY

[] Golf Club [Limited]

I / We....., of

being a member /members of the above-named Golf Club, hereby appoint

of

or failing him / her,

of

as my / our proxy to attend, vote and speak in my / our name(s) and on my / our behalf at the [annual] general meeting of the Golf Club to be held on 20[[], and at any adjournment thereof. This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 *for *against *abstain

Resolution No. 2 *for *against *abstain

*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he / she thinks fit or abstain from voting.

Signed this day of 20[]

SPECIMEN FORM OF DECLARATION FIT AND PROPER PERSON

Declaration Name of organisation in full..... Name of individual..... Role in the organisation.....

I, the undersigned, declare that: I am not disqualified from acting as a Director. I have not been convicted of an offence involving deception or dishonesty (or any such conviction is legally regarded as spent). I have not been involved in tax fraud or other fraudulent behaviour including misrepresentation and/or identity theft. I have not used arrangements notified under the Disclosure of Tax Avoidance Schemes ("DOTAS") rules in Part 7 Finance Act 2004 in respect of which a reference number has been issued under section 311 of Finance Act 2004, where the arrangements featured charitable reliefs or which used a charity, and where my tax position has been adjusted by HMRC to wholly or partly remove the tax advantage generated by the arrangements and such adjustments have become final. I have not used tax arrangements which have been successfully counteracted under the general anti-abuse rules (see Part 5 of Finance Act 2013 or section 10 National Insurance Contributions Act 2014, as enacted or as amended from time to time) where such counteraction has become final. I have not been actively involved in designing and/or promoting tax avoidance schemes featuring charitable reliefs or which used a charity, and I am not: a promoter named

by HMRC under the Promoters of Tax Avoidance Schemes (POTAS) legislation in Part 5 of Finance Act 2014, or, a promoter of any tax arrangements designed or intended to obtain for any person a tax advantage and such tax advantage has successfully counteracted by HMRC under the general anti-abuse rule (see Part 5 of Finance Act 2013 and section 10 National Insurance Contributions Act 2014 as enacted or as amended from time to time) and such counteraction has become final, or a promoter of arrangements notified under DOTAS, in respect of which a reference number has been issued under section 311 of Finance Act 2004, and the tax position of all or any of the users of the arrangements has been adjusted by HMRC to wholly or partly remove the tax advantage generated by the arrangements and such adjustments have become final. I am not an undischarged bankrupt I have not made compositions or arrangements with my creditors from which I have not been discharged.