

Byelaws of Frinton Links



1. Board of Directors and Committees - Frequency of Meetings

1.1 Meetings of the Board of Directors shall take place no less than nine times a year, and on such dates as agreed by the Board of Directors from time to time.

1.2 Meetings of any Sub Committee shall take place at least every other month on such days as the chairman of the relevant Sub Committee shall decide.

1.3 Between meetings of Sub Committees, the chairmen of the Sub Committees are mandated to carry out the day-to-day business of the relevant sub-committee.

2. Sub Committee Composition and Responsibilities

2.1 The Sub Committees shall be as follows:

2.1.1 The Finance Committee comprising of one Director, together with not less than two further Members or employees of the Club, which shall be chaired by a Director and shall be responsible for the overall financial management of the Club's affairs; to include the preparation of management accounts and budget forecasts as the Board of Directors may from time to time require;

2.1.2 The Greens Committee comprising of one Director, together with not less than two further Members or employees of the Club, which shall be chaired by a Director and shall be responsible for the care and management of both the Havers Course and the Kirby Course. All land within the boundaries of the courses and all boundaries belonging to the Club. All fleets and ditches, all unmade paths and tracks, all hedges and landscaped areas, and the employment of all greens staff;

2.1.3 The House Committee comprising of one Director, together with not less than two further Members or employees of the Club, which shall be chaired by a Director and shall be responsible for the detailed management of the fabric and structure of the Clubhouse. Including decorations and furnishings of the interior of the Clubhouse and the car parking areas, and all other buildings in the vicinity of the Clubhouse, including the Professional's Shop, Caddy Master's premises and practice sheds;

2.1.4 The Membership Committee comprising of one Director, together with not less than two further Members or employees of the Club, which shall be chaired by a Director. The committee shall be responsible for marketing the Club internally to its membership for the benefit of the membership as a whole, including conducting regular reviews of membership packages, categories, events and any golf related items.

2.1.5 The Marketing Committee comprising one Director, together with not less than two further Members or employees of the Club and shall be chaired by a Director. The committee shall be responsible for the implementation and operation of all IT related systems within the Club for the purpose of marketing the Club externally to the members of the public, Including, but not limited to, press and associated publicity and maintenance of the website;

2.1.6 The Hospitality Committee comprising of one Director, together with no less than two further Members or employees of the Club and shall be chaired by a Director. The committee shall be responsible for the management of the Bar & Catering Departments.

Pricing, staffing levels, members and non- member events being a high priority and working closely with the Marketing & Finance Director for further support when required.

2.1.7 The Captain's Committee, comprising the Men's Captain, the Men's Vice Captain, Lady Captain and Lady Vice Captain, which shall be chaired by the Captain and shall be responsible for welcoming of new members. In addition, the Captain's Committee shall in consultation with other chairmen of the other Sub Committees, be responsible for scheduling and review of Club competitions and matches, golf week, local rules, stroke indices, winter rules, maintenance of standards of etiquette, monitoring and reporting on problems that relate to the playing of golf at the Club and the social side of golf generally;

2.1.8 The Handicap Committee, comprising of the Golf Manager and not less than two Members appointed by the Board of Directors which shall be chaired by the Golf Manager, shall report to the Captain's Committee and shall be responsible for review of handicaps in alignment with the World Handicap Index as and when if necessary.

2.1.9 The quorum for all Sub Committees shall be not less than three members of the relevant Sub Committee of which one member must be a Director.

2.1.10 All Sub Committees shall have power to appoint a member or members of its Sub Committee at any time and for any purpose and whether to fill a vacancy or not.

3. Election of Directors and Office

3.1 Subject to articles 15.3 and 16.2 to 16.6 (inclusive), the election of a Director shall take place in the following manner:

(a) Any two Voting Members of the Club may nominate any other Voting Member, being a member of not less than three years standing or being a holder of an Honorary Post, to serve as a director, having previously received his assent.

(b) The name of each such Voting Member so nominated, together with the names of his proposer and seconder, must be sent in writing signed by all three of them to the Board of Directors at least 28 days before the annual general meeting.

(c) A list of the candidates' names in alphabetical order, with the proposers' and seconds' names, must be posted in a conspicuous place in the clubhouse of the Club for at least 14 days immediately preceding the annual general meeting.

(d) Balloting lists must be prepared (if necessary) in alphabetical order.

(e) Each Voting Member present at the annual general meeting and qualified to vote, may vote for any number of candidates not exceeding the number of vacancies. Voting by proxy and postal votes shall also be available for those Voting Members who are unable to attend the AGM.

(f) If insufficient candidates are nominated or elected, the Board of Directors may co-opt a Voting Member or Voting Members to fill the remaining vacancy or vacancies. Such co-opted Voting Members can serve until the next AGM whereupon should they wish stand for election.

(g) If any candidate declines to serve after being elected, the candidate who has the next largest number of votes must be deemed to be elected.

(h) If two or more candidates obtain an equal number of votes, the Board of Directors must select by lot from such candidates, the candidate or candidates who is or are to be elected.

3.2 Subject to articles 15.3 and 16.2 to 16.6 (inclusive), members of Office shall be elected by the Members as follows:

(a) The Chairman shall be elected by the Board of Directors at the first meeting of the Board of Directors following each annual general meeting;

(b) The election of a new President shall be conducted by a ballot. The elected President shall serve for a term of three years and may hold office more than once; Historically the serving President towards the end of his term has the option to continue his role for a further three years. Approval of which must be demonstrated by a show of hands, by eligible voting members at the AGM, and be an item on the said agenda. Should the show of hands not be in favour, then the process of election must be adhered to in the addendum attached. Past Captains, Past Presidents and Directors who are no longer Members, shall not have a voting privilege for any position within the club. An addendum to the president election process can be found at the end of these byelaws.

(c) The Club Solicitor shall be elected annually and shall be eligible for re-election without limit of time;

(d) The Captain, Lady Captain, Vice-Captain and Lady Vice-Captain shall be elected annually;

(e) All casual vacancies arising amongst the members of Office may be filled by the Directors;

(f) Any Member of Office appointed to fill a casual vacancy, must retire at the following annual general meeting, at which time they or any other Member duly nominated, will be eligible for re-election for the unexpired term of such position;

(g) The Board of Directors shall not appoint any Members to fill a casual vacancy if that person shall be precluded from seeking office under these Byelaws or the Articles.

4. Governance

4.1 All officers and committee members will abide by rules of governance laid down by the Board of Directors, relating to the conduct of the business of all committees and the members of those committees.

4.2 The Board of Directors may from time to time make necessary amendments to the Byelaws. Authority of which is detailed within the Articles 24.1 and 24.2.

5. Categories of Members

5.1 The following shall be the categories of membership of the Club upon incorporation having the rights set out below and subject to the restrictions provided in these Byelaws:

(a) '**Corporate Member**' means a corporate body of two or more persons elected as such pursuant to Byelaw 6, who together hold one membership at the Club and who are not within the definition of Playing Member;

(b) '**Country Home Member**' means a member as such pursuant to Byelaw 6, aged 18 or over, who is eligible to play golf on the Havers Course and Kirby Course and whose

principal private residence is 50 miles from the club, as measured by the shortest distance via Google Maps; Their handicap index and Home Club status must be registered on the WHS platform under Frinton Links.

(b1) **‘Second Club Member’** means a member as such pursuant to Byelaw 6, aged 18 or over, who is eligible to play golf on the Havers Course and Kirby Course and be a Full Member of another reputable 18 hole Affiliated Club & have their Handicap Index registered on the WHS Platform under that Club.

(c) **‘Honorary Life Member’** means a person as an honorary life member pursuant to Byelaw 6, aged 18 and over, who may avail themselves of the amenities of the Clubhouse or Premises.

May use the golf course of the Club seven days a week and shall have all of the rights and privileges (subject to all the duties) of a Playing Member but without the obligation to pay an annual subscription, except in respect of his guarantee contained in Article 28.

(d) **‘Honorary Member’** means a member elected as such pursuant to Byelaw 6, who shall be entitled to play over the Havers Course of the Club and to use the Clubhouse.

(e) **‘Junior Member’** means a member as such pursuant to Byelaw 6.5, being persons who has not attained the age of 18 on the 1st April, and who may avail themselves of the Clubhouse and Premises. They may use the Havers Course or the Kirby Course of the Club seven days a week, at such times as are determined by the Board of Directors from time to time.

(f) **‘Kirby Course Member’** means a member as such pursuant to Byelaw 6, aged 18 or over, who is eligible to play on the Kirby Course of the Club;

(g) **‘Non-Playing Members’** means a male or female member as such pursuant to Byelaw 6, aged 18 or over, who are admitted to the social privileges of the Clubhouse, but not full access to the Premises and are not entitled to use the golf course of the Club;

(h) **‘Playing Members’** being members aged 18 and over, who may avail themselves of the amenities of the Clubhouse or Premises and may use the golf course of the Club seven days a week;

(i) **‘Social Friends’** means members as such pursuant to Byelaw 6;

(j) **‘Social Members’** means members as such pursuant to Byelaw 6;

(k) **‘Voting Members’** means Playing Members, Havers and Kirby Course Members, Past Presidents and Past Captains, Honorary and Honorary Life Members admitted as such pursuant to Byelaw 6.

(l) **‘University Member’** means being in full time university residence and studying for a recognised degree within the UK (*not distance learning*).

5.2 The Board of Directors may from time to time create new categories of non-Voting Members who do not have full access and use of the Clubhouse and/or Premises and can determine entrance fees and subscription levels applicable to them.

6. New Members

6.1 Any candidate for membership should initially be introduced to the Golf Manager. In addition, the Director of Membership and the relevant Captain should also be introduced for the purpose of suitability. Thereafter an application to join should be submitted to the club.

Upon joining, a new Member will receive from the Board of Directors, notification in writing of their acceptance. The club shall furnish them with a copy of the Articles and Byelaws for the time being in force and request them to pay their annual subscription and or entrance fee if re-introduced. No Member shall enjoy any of the benefits or privileges of the Club until such payment in full shall have been made. If such payment is not made within one month from the date of the Club's notice of acceptance, the Board of Directors shall have power to declare such an application absolutely void.

6.2 Any person who has ceased to be a Member (other than by resignation at his or her own request) shall not be entitled to be admitted to the Premises.

6.3 A child under the age of 18 years may be elected as a Junior Member to play over the Club's course on such terms as the Board of Directors shall from time to time decide. Provided that no one may be a Junior Member after he or she has attained the age of 18 years, and until he or she does attain that age, shall not be entitled to purchase or consume or be served with intoxicating liquor from the Club Bar.

6.4 The Board of Directors shall have the power to elect or rescind Honorary Members for such period as it may decide, but so that the total number of Honorary Members at any one time shall not exceed twelve.

6.5 On the recommendation of the Board of Directors, any person may, at any General Meeting of the Club, be elected an Honorary Life Member of the Club. A simple majority of those present in person or by proxy and entitled to vote shall be necessary to elect an Honorary Life Member.

7. Entrance Fees, Subscriptions and Levies

7.1 Every Member shall pay a Member's subscription/renewal and any levy (including any swipe card levy) by the 1st April in each year. The annual subscription and entrance fee if applicable (including any levy/swipe card levy), be payable by Members of the Club, are to be such as the Board of Directors from time to time prescribe. Any such renewal fee that remains unpaid on or after the 1st April will preclude that member from entering any club competition (*refer section 11 Competitions*). The ability to book a casual tee time for existing members shall be extended until the 14th April, thereafter any unpaid renewing member will be removed from the club systems. In addition pre-booked tee times will also be deleted from the tee sheet. Any new Members joining from 1st May shall pay such proportion of the annual subscription as the Board of Directors shall from time to time prescribe.

7.2 The Board of Directors may from time to time determine subscription levels taking into account age of Members, length of membership of the Club and other relevant factors.

7.3 A Playing Member may, at his or her option, become a Non Playing Member by giving notice to the Board of Directors in writing on or before the 1st April of his or her desire to do so. If a Non Playing Member plays over the course of the Club during the current financial year, he or she shall forthwith either pay the difference between the subscription for a Non Playing Member and a Playing Member, or pay the green fees in force at the time as the Board of Directors may determine.

7.4 Annual subscriptions and any levy (including any swipe card levy) are payable in advance of the 1st June in each year. Invoices for renewals will be posted to members by email (or *Royal Mail*) at least one month prior to the 1st June. Any Member whose subscription remains unpaid by no later than the 14th June, will in accordance with the Byelaws for the time being in force, be suspended from any or all of the privileges of membership. He or she may be reinstated at the discretion of the Board of Directors on such terms as the Board of Directors may decide. Unless abeyance has been applied a member's renewal subscription will be for the full year and not discounted pro-rata. Both club Captains subscription shall be waived for the year of their captaincy. The Senior and Junior Captains' subscriptions shall be discounted by 50%, based at the time of subscription renewal applicable within their year of captaincy.

7.5 On the 1st July, any Member whose subscription is still in arrears, shall immediately cease to be a Member of the Club. They shall not be entitled to a vote at any meetings and forfeits all right to use the facilities of the Club and its property, unless the Board of Directors suspend the operation of this provision, which they may do as regards any particular Member on such terms as they determine at their discretion. He or she may, at the discretion of the Board of Directors, be re-instated on payment of all arrears. A Member who has ceased to be a Member under this article shall not, except by leave of the Board of Directors, be subsequently introduced as a visitor or guest.

7.6 The Board of Directors may in their absolute discretion, provide either generally or as respects any particular Member or Members for payment of annual subscriptions by instalments or by any other alternative credit or debit system approved by the Board of Directors from time to time. Where the Board of Directors has resolved in accordance with this Byelaw that the subscription of any particular Member may be paid by instalments or alternative credit or debit system, this Byelaw 7 applies to non-payment of any instalment or alternative credit or debit system.

7.7 A Member absent abroad for the whole of any year shall not be liable for any subscription for that year, provided he or she shall have given to the Directors at the Club Office, previous notice in writing of his or her intention to be so temporarily absent, and the Board of Directors shall have accepted such notice of temporary absence. It shall not be necessary to give notice of any Meetings or otherwise to a Member abroad.

7.8 Any Member required to work away from home for a period in excess of one year shall not be liable for any subscription for that year, provided he or she shall have given to the Directors at the Club Office previous notice in writing of his or her intention to be temporarily absent, and the Board of Directors shall have accepted such notice of temporary absence.

7.9 Any Member who becomes ill and feels that it is unlikely that he or she will be able to play golf for a period in excess of six months, may be exempted from any subscription for such period at the discretion of the Board of Directors. Known as an abeyance period, this will need to be validated by a medical certificate where appropriate and a record held on file.

7.10 The procedures set out in the Appendix shall apply to any Member who becomes absent due to illness or injury.

7.11 A Non-Playing Member shall not be permitted to play over the Course without payment of a green fee.

8. Resignation of Membership

8.1 Resignations should be received by the Club Office prior to the 1st April, soon after the renewal invoice has been received by the Member. Upon receipt of resignation at this time, golf will be permitted until the 1st April of that year. Membership of the Club will cease on the 1st April. Resignations in any part of the year will not qualify for any full or part refunds.

9. Disciplinary Procedures

9.1 The Club shall follow the model form Disciplinary Codes and Procedures (**Code**) as laid down from time to time by the National Golf Clubs' Advisory Association. A Disciplinary Panel shall consist of two Directors, nominated at Board level, to investigate any accusation made and conduct necessary interviews. Recommendations by the Disciplinary Panel shall be applied directly to the individual concerned. For the purposes of the Code and, for the avoidance of doubt, any reference to the 'General Committee' in the Code shall be construed as a reference to the 'Chairman of the Board of Directors', who along with an additional Director, shall be the Appeals Committee for the purposes of the Code.

9.2 When a Member is required to resign, he or she shall within seven days from the date of the notice of decision of the Disciplinary Panel or the Board of Directors (as applicable), resign his or her membership of the Club in writing addressed to the Club Office. In default of such resignation, he or she shall without further order or decision of the Disciplinary Panel or the Board of Directors, be ipso facto expelled from the Club and his or her name removed from the list of Members and shall not again be admitted to the Clubhouse or Premises. In addition, the member's details will be removed from all forms of electronic mailing lists, tee booking facilities, bar card retention - settlement and any locker keys returned to the office. (Depending on the seriousness of expulsion the trolley shed code and changing room codes should be changed).

9.3 Being convicted of any arrestable offence or accepting a police caution for what would otherwise be an arrestable offence, shall be considered as misconduct for the purpose of the Code.

9.4 Any Member expelled in accordance with these Byelaws from the Club, or otherwise ceasing to be a Member, forfeits all right to use the facilities of the Club and to the Club's property or funds, or to any return of fees paid and remains liable for any outstanding subscriptions, fees or charges due from him at the date of expulsion.

9.5 No person whose membership has been terminated under this Byelaw 9, or who is for the time being suspended thereunder, shall be introduced as a visitor or guest of the Club.

9.6 A person whose membership has been terminated under this Byelaw 9 wishing to appeal following a 12 month period will be considered by the Chairman and Board of Directors in consultation with any member if applicable previously effected.

10. Handicaps

10.1 Every Member who plays golf at the Club must, on joining, furnish the Golf Manager with full particulars of that Member's handicap, as applied by the World Handicap Index at any other club. This will not apply should that joining Member be new to golf and not be in receipt of an official handicap.

10.2 Every Member who plays golf at the Club shall forthwith give notice to the Golf Manager of any alteration in that Member's handicap. If that Member fails to do so, that

Member shall be disqualified from all competitions until notification is given to the Golf Manager.

11. Competitions

11.1 Competitions shall be held at such times and under such conditions as the Board of Directors shall from time to time determine and managed by the Golf Manager.

11.2 Competitors in Club Competitions have precedence, both in starting and through the green, over players in ordinary matches.

11.3 In all Club Competitions scores may only be taken by a fellow competitor/member with an official (WHI) handicap.

11.4 In any Competition, competitors must have their names entered before going out to play.

11.5 No Member whose annual or periodic subscription or levy is unpaid shall be eligible to participate in any Club Competition or to play either the Havers or Kirby course.

11.6 No Country Member or Second Club Member shall be eligible to play in any knockout competition of any type.

11.7 Only Playing Members, Honorary Members and in certain cases non-full membership i.e. Flexible are eligible to win competitions as the Board of Directors shall from time to time prescribe. A complete list of eligibility for competitive golf can be found in the club office or within each membership category listed in a welcome pack.

11.8 Country Membership is now 50 miles away from Frinton Links The distance to be determined by Google Maps, see clause (5.1 (b)). Country Members and Second Club Members are permitted to enter and win certain silverware competitions, a list of which can be obtained via the Golf Manager.

12. Catering

12.1 All those eating and dining in the Clubhouse shall abide by the Byelaws relating to Dress.

12.2 No Member should enter the kitchen in order to speak with the Catering Manager or staff. An approach to a member of the bar staff or office should be made, who will in turn seek the availability of said persons.

13. Club and Bar opening hours

13.1 The hours of opening and closing the Clubhouse and the Bar hours shall be determined by the Board of Directors from time to time, provided always that the Bar hours shall not exceed those laid down by the Licensing Act 2003, or any statute amending the same and shall comply with the Club's relevant club premises certificate or premises licence.

13.2 The Bar and Clubhouse opening and closing hours shall be displayed in the Bar area.

13.3 Intoxicating liquor shall be supplied in the Clubhouse to Members and to bona fide visitor's guests and persons admitted under Byelaw 16 hereof.

13.4 Intoxicating liquor may also be sold to persons who have paid a green fee and who intend to play or have played golf at the Club, but only during the period covered by the green fee.

13.5 No person shall be paid at the expense of the Club any commission, percentage or similar payment on or with reference to purchases of intoxicating liquor by the Club; nor shall any person directly or indirectly derive any pecuniary benefit from the supply or sale of intoxicating liquor by or on behalf of the Club to Members or visitors or guests, apart from any benefit accruing to the Club as a whole.

14. Dress

14.1 The dress code for the Premises shall be such as shall be laid down and amended from time to time by the Board of Directors and displayed upon the notice boards in the changing rooms, Clubhouse, website and Professional Shop.

14.2 The employees of the Club alone are responsible for policing of Club's dress code.

14.3 Members are requested to utilise the changing facilities provided and in particular not to change their shoes in the car parks.

15. Smoking

No smoking shall be permitted in any building in the Club Premises or any place or places near to such building or buildings, as the Board of Directors may from time to time designate. This byelaw also applies to vaping.

16. Drugs

Frinton Links operates a zero tolerance in all recreational drugs both within the Club House and Club Premises

17. Visitors and Guests

17.1 Members may introduce guests to the Clubhouse and Club Premises on a daily basis or for such longer periods and subject to such terms, conditions and restrictions, as the Board of Directors may from time to time decide.

17.2 A non-member may be introduced into the Clubhouse and to the Course to a maximum of six visits in any one calendar year. This excludes access to the Terrace Bar and dining occasions such as Sunday Carvery, Saturday Dinners, special social and ticketed events.

17.3 The Member introducing a visitor or guest shall be responsible for his or her visitor or guest on the course observing the Articles and these Byelaws for the time being in force and shall not leave the Club premises before his or her visitor or guest. In particular, no visitor or guest shall be introduced to either course more frequently than shall be permitted by these Byelaws.

17.4 The Board of Directors may grant to members of recognised Golfing Societies or to visiting teams engaged in matches, either with the Club or with any other Golf Club or Society, the use of the Premises and Clubhouse on such terms, conditions and restrictions as the Board of Directors may from time to time decide.

17.5 The Board of Directors may grant members of organisations and responsible persons use of the Clubhouse for social functions, at such times and on such terms and conditions as the Board of Directors shall from time to time decide.

18. Green Fees

All visitors must pay green fees as directed by the Board of Directors and, if playing the Havers course must be a competent golfer and preferably in possession of a World Handicap Index. All visitors paying green fees must register in the Professional's Shop or if closed register and pay green fees at the bar or office.

18. Public Footpaths

Players are required to acknowledge the prior right of the public and generally to exercise great care in playing across the public footpaths and bridleways running from the 4th green through the 10th and 11th fairways of the Havers Course and 2nd of the Kirby Course towards the Greenkeepers' sheds. In addition, from the Havers 13th tee to the sea wall via 11th and 5th greens.

20. Junior Members

20.1 General

It is the policy of the Club to encourage Junior Membership and to provide an environment where Junior Members may learn and improve their golf and where best standards of behaviour and etiquette, both on and off the course, are to be engendered.

20.2 Play

All new Junior Members without an official handicap shall be required to play only the Kirby Course until the Golf Manager shall decide that they are sufficiently competent to play on the Havers Course.

20.3 Times of Play

The Captain's Committee shall determine times of play for Junior Members, and these shall be displayed on the Junior Notice Board and in the Golf Professionals shop. All Junior Members must acquaint themselves with those times.

20.4 Access to Clubhouse

All Junior Members shall have full access to the Clubhouse and use of the Clubhouse facilities except:

- (a) No Junior Member shall purchase or consume alcohol in the Clubhouse.
- (b) The House Committee shall from time to time lay down rules as to where Junior Members may eat food.
- (c) No Junior shall be entitled to play any gaming machine at any time in the Clubhouse.

20.5 Guests

Junior Members must not invite Non-Members under 18 years of age into the Clubhouse without permission from the Golf Manager or a member of the Board of Directors.

20.6 All other Byelaws for the time being in force shall apply to Junior Members.

21. Dogs

Dogs must not be brought into the Clubhouse (except assistance dogs used by persons with physical disabilities). Dogs are permitted on the Havers Course and the Kirby Course, except during Club competitions, provided that they are kept on a lead at all times.

22. Mobile Phones

Mobile phones may be used anywhere in the Clubhouse if they are on 'silent' and not used for voice calls.

23. Enforcement

It will be the responsibility of the Front of House Manager anywhere in the Clubhouse, and the Golf Manager and Assistant Professionals anywhere on the Courses, to require compliance with all Byelaws and to report all breaches to the Chairman or the chairman of the relevant Sub Committee. In their absence, the responsibility lies with the Club Office and any member of the Board of Directors.

24. Rules of the Game

The rules of the game shall be those adopted from time to time by the Royal and Ancient Golf Club of St Andrews, except as otherwise provided for by the Local Rules and Byelaws of the Club.

25. Complaints

All complaints shall be made in writing to the Club Office and shall, if necessary or if request be made, be submitted to the Board of Directors, whose decision shall be final. In no instance shall a servant of the Club be reprimanded directly by any Member.

26. General

26.1 The Club shall not be responsible for any damage, injury or loss caused by acts or omissions of any Member or visitor. Any such Member or visitor shall indemnify the Club against any liability for such damage, injury or loss.

26.2 The Club shall not be responsible for any articles brought on to the Club premises by any member or visitor.

26.3 Members are not entitled to give instructions to Club staff as to the nature or performance of their duties, and any such matters must be referred to the Club Chairman or the Chairman of the relevant Sub-Committee.

26.4 Members must ensure that any entries made on social networking sites such as Facebook, YouTube, Twitter, LinkedIn, blogs or any other form of social media, both personal and business related, are appropriate and do not damage the reputation of the Club, its members, customers, suppliers, or any employee.

26.5 It should be remembered that any business or personal usage that brings the Club, its members, customers, suppliers, or any employee of the Club into disrepute is totally unacceptable and will be dealt with under the Club's Disciplinary Procedure.

26.6 No paper, notice or placard written or printed shall be exhibited in the Clubhouse or on the Club premises, or in any way brought to the notice of Members, without the sanction of the Board of Directors.

26.7 No Member shall take away from the Club premises or damage or destroy any property of the Club.

26.8 Every Member shall pay every expense due to the Club, he or she may incur before leaving the Club premises.

26.9 No Member shall, except for professional services rendered at the request of the Board of Directors, receive any profit or emoluments from the funds or transactions of the Club.

26 .10 Except where the context specifically requires otherwise, words importing the male gender shall include the female gender and vice versa, and words importing the singular number shall include the plural and vice versa.

26.11 Golfers are liable for damages caused to vehicles either being driven or parked in designated parking areas within the golf club property (*main car parks, chipping/bunker practice ground & greenkeepers parking area*). Incidents of damage caused by any errant play should be reported to the club officials and the owner of the vehicle as soon as possible.

27. Construction

In these Byelaws:

27.1 References to the '**Articles**' are references to the Articles of Association of the Club for the time being.

27.2 Words and phrases defined in the Articles shall have the same meanings herein. If there be any inconsistency between these Byelaws and the Articles, the Articles shall prevail.

27.3 '**Candidate**' means an individual applying for membership of the Club.

27.4 '**Front of House Manager**' means such person who is employed by the Club as its front of house manager;

27.5 '**Golf Manager**' means such person who is employed by the Club as its golf professional and golf manager;

27.6 '**Honorary Post**' means either an Honorary Life Member or the Club Solicitor.

27.7 A reference in these Byelaws to a **Byelaw** is a reference to the relevant Byelaw of these Byelaws unless expressly provided.

Appendix 1 - Injury Absence Procedures

Current Club rule 7.9 & 7.10 states:

Any Member who becomes ill and feels that is unlikely that he or she will be able to play golf for a period in excess of six months may be exempted from any subscription for such period at the discretion of the Membership Committee/board.

1. All applications MUST be supported by written medical evidence by a GP or consultant and must include the minimum period of 6 months.

2. A member having paid their annual subscription and is now unable to play having provided the written medical confirmation would automatically change to a Social Membership. The total number of months the member is unable to play are held in abeyance until such time they are able to resume playing again. When able to play golf again the number of months in abeyance are then taken into account.

3. It should be stressed no cash refund of subscriptions is permitted. Lockers, trolley storage and any other ancillaries still need to be paid for during any period of abeyance. Failure to pay will result in that service being removed from the member.

4. Should applications be made at the start of the subscription year, the member would pay a Social Membership subscription. When able to play again the member would pay a pro rata membership subscription of the playing category prior to illness.

5. Members who pay by Direct Debit (*Fairway Credit*) would pay a Social Membership subscription and when able to play again would pay a Direct Debit pro rata Playing Membership subscription taking into account the Social Membership subscription already paid.

6. This scheme is operated by the Office Manager and Club Manager. In only exceptional circumstances would they refer applications, initially to the Membership Committee or Board of Directors. Any lesser period of sickness for abeyance will strictly be at the discretion of the Board of Directors.

Applicable when the current President retires, no longer retains membership, has not been approved for continuance at an AGM, or upon death.

The procedure for the election of President at Frinton Links since 1991 and is operated on a ballot basis. Eligible to vote are current and past Captains, past Presidents, past Chairmen and the current Directors on the Board at the time of ballot (ref 3.2.b of the byelaws).

The procedure therefore is as follows:

- a. The Captain will write to all current and past Club Captains, past Chairmen and current Directors asking for their nominations. Any nominations made must have a proposer and seconder and have the approval of the nominee. A closing date will also be set for nominations.
- b. The nominees need not be past Captains.
- c. Once all nominations are received, the Captain will send to all of the above a voting paper showing details of the nominees, their proposers and seconders. A closing date for voting will also be set.
- d. Once these initial voting papers are returned the Captain should announce the two nominees with the most votes who will go forward for a second and final ballot. All candidates for President will be informed of the shortlist. A second ballot will now be conducted.
- e. The nominee with the most votes in the second ballot held will be declared the new President of the club. (There are no procedures for a tied vote and one way of overcoming this could be the candidate with the most votes in the first ballot). Failing that and if necessary, a third ballot will be conducted.
- f. It is suggested a sensible time frame of perhaps two weeks between the two ballots should be allowed.
- g. The outcome of the election process would need to be ratified by the members at the forthcoming Annual General Meeting.

Appendix 3

Club Captain Duties and Responsibilities



1. Introduction

The Club Captain is the focal point of golf and social events during his year of office, with the Lady Captain where appropriate. He acts as the principal Club representative in all internal and external events and should encourage member participation in Club events and be prominent within the Club throughout the year.

Attached to these notes is a comprehensive list of all Club events, produced as a guide to advise him where his presence is obligatory, optional, or recommended.

2. Golf Week

The Club Captain will assist the Golf Manager with the planning and preparation of Golf Week. This includes the pre-Golf Week planning meetings and the post Golf Week debrief, which should take place no later than two weeks after the event. During Golf Week he is responsible for the daily prize presentation ceremony as organised by the Golf Manager and make the appropriate speeches with reference to the day's sponsor.

3. Team Captains

The Club Captain is to appoint the Team Captains of the Thornton Cup, Leslie Wood, Norman Plumb Trophy and the County Men's Over 55s Knockout, in consultation with the Golf Manager.

He should also appoint the organisers for the annual Quadrangle Match, Boudica Trophy and the annual matches with local clubs, namely Clacton, Colchester, Purdis Heath and Flempton again in consultation with the Golf Manager.

4. Handicap Committee

The Captain is to assist the Handicap Committee under the direction of the Golf Manager.

5. Golf Matters

The Captain is to be the main point of contact for golfing matters in his year, in consultation with the Golf Manager. He is not responsible for disciplinary matters, as this is now a matter for the Board of Directors.

6. Captain's Day

The Captain is responsible for all aspects of his own Captain's Day, including appropriate date, format, Zulu hut refreshments, menus and prizes with appropriate advice from the Club Manager, Golf Manager and Head Chef.

7. Men's Annual Dinner

The Captain is responsible, with the Club Manager, for organising the Men's Annual Dinner including booking of the guest speaker. (Costs incurred are met by the Club and approved by the Board). Club guests are also to be approved by the Board. (Club guests for consideration are County President, Club Captains of Harwich and Dover Court, Clacton on Sea, Colchester and Braintree)

The choice of menu, all costings and general organisation are also his responsibility. The Vice-Captain acts as the Master of Ceremonies on the day and guidelines for these responsibilities are held by the Club Manager.

8. Past Captains' Dinner

This is organised by the Senior Past Captain or his nominated Past Captain, however the Club Captain is expected to attend. (Or is organised by the immediate Past Captain)

9. Vice-Captain

The Club Captain is responsible for nominating his Vice Captain, who in the first instance must be approved by the Board, prior to the individual in question being approached.

The same principal applies to the Vice-Captain in his choice of deputy before any individual is approached. The same applies to the Vice lady Captain.

10. Chairman and President

The Club Captain should attend Board meetings to convey a Captains Report and where necessary inform the Club Chairman and Club President on general matters. He should feel free to seek their advice on any Club matters.

11. AGM

The new Club Captain attends the AGM to receive his badge and present the outgoing Captain with his tankard. It is common practice that both new Captains (male/female) take part in the 'Captains Drive' to officially commence their year in office, organised by the Club Manager.