

GLASGOW GOLF UNION CONSTITUTION

1. The Area Committee for Glasgow Area referred to in the Constitution of Scottish Golf Limited shall be the Glasgow Golf Union, hereinafter referred to as "the Union".

OBJECTS

2. The objects of the Union shall be:-
 - (a) to carry out the objects of Scottish Golf Limited as appropriate to the Glasgow Area;
 - (b) to foster amateur golf, to improve the standard of play and to promote friendship among golfers in the Glasgow Area;
 - (c) to institute and thereafter carry out annually or otherwise such stroke and match play championships and such other competitions and matches as the Union considers appropriate;
 - (d) to administer the responsibilities delegated to it, as Area Authority, by Scottish Golf Limited relating to the Standard Scratch Score and Handicapping Scheme.
 - (e) to provide representation on behalf of Member Clubs (as hereinafter defined) on the Regional Forums of Scottish Golf Limited
 - (f) to provide representation on behalf of such Member Clubs on the West of Scotland Golf Association;
 - (g) to deal with any other matters of general or local interest to all amateur golfers in the Glasgow area.
 - (h) to institute a disciplinary procedure to deal with any complaints received.

In carrying out the foregoing objects; (a) the income and property of the Union shall be applied solely to said objects and (b) no payment shall be made to any Member Clubs for services as a Member. The latter provision shall not prevent the Union refunding to any Member Club out-of-pocket expenses which such Member Club may have incurred in connection with any event promoted by or held by arrangement with the Union. In particular and without prejudice to the generality of the foregoing, the Union may pay to a Member of any Member Club reasonable expenses in respect of their participation in any golf competition, all in accordance with the Rules relating to Amateur Status. In the event of the dissolution of the Union, the funds and property remaining shall be distributed among the Member Clubs in existence at the date of dissolution, the allocation to each Club being in proportion to their subscription for the year in which the dissolution takes place.

MEMBERSHIP

3. Membership of the Union will comprise of "Course Owning Clubs" and "Non Course Owning Clubs" (as hereinafter defined and referred to as "Member Clubs") within the Glasgow Area who are Members of Scottish Golf Limited.

EXECUTIVE AND OFFICE BEARERS

4. The management of the affairs of the Union shall be vested in an Executive Committee hereinafter referred to as "the Executive". The said Executive shall comprise:-
- (a) the President, Vice-President, Honorary Secretary and Honorary Treasurer (which latter two offices may be held by one person). Persons elected to such offices shall be Members of a Member Club and shall be elected at the Annual General Meeting of the Union to serve until the next Annual General Meeting;
 - (b) twelve Members who shall be Members of Member Clubs and shall be the appointed representatives of these Clubs. They shall be elected at the Annual General Meeting for terms of up to three years. Normally at each such meeting four of these Members shall retire by rotation. All retiring Members shall be eligible for re-election;
 - (c) in addition to the foregoing, the immediate Past President shall serve on the Executive for one year after they demit office as President and can be elected at the end of that year for one further year;
 - (d) the Executive shall have power at any time to co-opt up to eight additional members for the period up to the next Annual General Meeting after their appointment. Such Members may be co-opted for a further period by the Executive. These members shall be amateur golfers who shall be Members of the Member Clubs but need not be the appointed representative of these said Clubs;
 - (e) in the event of a vacancy occurring among any of the Office Bearers or other members of the Executive, it shall be filled by the Executive. In the case of an Office Bearer, they shall serve until the next Annual General Meeting when they shall be eligible for re-election. In the case of an appointed representative of a Member Club, preference in filling the vacancy shall be given to the new appointed representative of the Member Club whose former representative's vacancy is being filled and the Member so appointed shall serve for the unexpired period of office of the person they are replacing. A co-opted member's vacancy shall be filled in accordance with the provisions of paragraph (d) hereof;
 - (f) in the event of the long term illness or absence for personal reason of a nominated Club representative the Club may appoint a temporary substitute representative who will have the authority to attend Executive Meetings and have the authority to exercise his full voting powers on behalf of his Club.

POWERS OF EXECUTIVE

5. The Executive shall have, in addition to the foregoing general and special powers and in corroboration thereof, the following specific powers:-
- (a) to define the duties of the Honorary Secretary and Treasurer and to attach such honoraria and conditions to these offices as they may decide;
 - (b) to appoint Sub-Committees for any purpose connected with the Union and to invest them with such powers as they may consider expedient within the terms of the Constitution;
 - (c) to appoint annually the Union's representatives to Scottish Golf Limited's Executive Committee and the West of Scotland Golf Association;
 - (d) to control and apply the finances of the Union and to make such payments as may be

- deemed expedient in connection with the business of the Union;
- (e) to raise money by borrowing on such terms and such security as they may determine;
 - (f) to invest funds in such securities or investments as they may determine;
 - (g) to acquire by lease or purchase, heritable or moveable property and to sell or let the same or to otherwise deal with it as they decide;
 - (h) to fix annually the honoraria of the Secretary and Treasurer;
 - (i) to set up a Disciplinary Sub-Committee and an Appeals Sub-Committee to deal with any complaints received and to formulate rules and procedures to deal with complaints received
 - (j) to do all such other lawful things to further the objects of the Union.

The Executive shall interpret the Constitution, decide all questions in matches and competitions promoted by the Union, subject to the right of appeal to Scottish Golf Limited and the Royal and Ancient Golf Club of St Andrews.

All documents requiring execution on behalf of the Union will be validly executed if signed by the President (or in their absence the Vice President) and the Honorary Secretary.

MEETINGS

6. The Annual General Meeting shall be held in the period between 15th October and 15th November in each year for the purpose of receiving a report and accounts from the Executive and for the appointment, as aforesaid, of the President, Vice President, Honorary Secretary and Honorary Treasurer and the members for vacancies on the Executive and of transacting all other general and competent business. No resolutions, other than those submitted by the Executive shall be considered at the Meeting unless notice thereof shall have been given in writing by a Member Club by 1st October preceding the date of the Meeting. Not less than seven days notice shall be given to the Secretary of each Member Club of the date of the Meeting.

An extraordinary General Meeting may be called

- (a) when the Executive deem such necessary;
- (b) on written requisition signed by five Members of the Executive;
- (c) on written requisition signed by the Secretaries of any three Course-owning Clubs (as hereinafter defined).

Such requisition shall state the business for which the meeting is desired. The date of such meeting shall be fixed by the Executive but shall not be more than one calendar month from receipt by the Union's Honorary Secretary of the requisitions. Only the business for which the Executive has deemed the meeting necessary shall be dealt with at the meeting. Subject to the foregoing, the procedure to be followed will be as laid down for an Annual General Meeting.

At any general meeting of the Union, the Executive in office plus one other appointed representative from each Member Club may attend. Any further persons may be allowed to attend as observers, at the discretion of the Executive.

On any business transaction each member of the Executive is entitled to one vote as is also each of the aforesaid Club representatives. All votes must be cast in person. In the case of equality of votes, the Chair shall have a casting, as well as a deliberative vote.

A quorum at an Annual General Meeting or an Extraordinary General Meeting shall be seven.

At all meetings of the Executive, each member shall have one vote only on any item of business. All votes must be cast in person. In the case of equality of votes, the Chair shall have a casting as well as a deliberate vote.

Meetings of the Executive shall be held as required but at least six times each year.

The Honorary Secretary shall keep an attendance roll of the member of the Executive. When a member of the Executive absents himself from three consecutive meetings without reasonable excuse, the Executive shall have power to regard the member concerned as having resigned from the Executive and to fill the resultant vacancy in accordance with the foregoing provisions relating to the filling of vacancies.

The quorum at meetings of the Executive shall be six. At all meetings of the Union and the Executive, the President whom failing the Vice President, whom failing a member of the Executive to be appointed at the meeting, shall take the Chair. At all General and Executive Meetings, the Chairman shall determine all matters of competency and relevance.

The Honorary Secretary shall keep proper minute books for all General Meetings of the Union and meetings of the Executive.

FINANCE

7. The Honorary Treasurer shall keep proper accounts and shall at each Annual General Meeting of the Union submit, for the approval of the meeting, a duly audited statement of the income and expenditure of the Union and the Union's balance sheet for the year to 31st August immediately preceding such meeting.

Auditors, who shall not be members of the Executive or appointed representatives of a Member Club, shall be appointed at the Annual General Meeting to examine the Treasurer's accounts for the ensuing year and, after being audited and approved by the Executive, the statement of accounts referred to above shall be available to the Secretaries of Member Clubs seven days prior to the Annual General Meeting.

The funds of the Union shall be lodged by the Treasurer in a bank in an approved account in the name of Glasgow Golf Union and sums in excess of £250 withdrawn therefrom on two signatures of any of the following:- The President, the Vice President, the Treasurer and on one signature of the aforementioned for sums of £250 or less.

The funds of the Union will be derived annually from

- (a) Course-Owning Clubs in the area who are in membership of Scottish Golf Limited. The subscription based on a fixed charge for each member of the said Clubs as defined by Scottish Golf Limited and hereafter referred to as the "per capita" subscription", will be determined by the Executive and be subject to approval of a simple majority at the Annual General Meeting.
- (b) Non Course-Owning Clubs shall pay a fixed amount as determined by the Executive.
- (c) Any entry monies which may be received from competitors in competitions promoted by the Union.
- (d) Any other contributions which may be received by the Union from other sources.

Member Clubs in default of their annual subscription at 31st December in each year shall be notified by the Treasurer after that date that if payment is not made on or before the ensuing 31st January such Clubs will be reported to Scottish Golf Limited and failure to pay by 28th February will result in their membership of the Glasgow Golf Union being revoked.

Any Club in membership for part of a year only shall notwithstanding be liable for the full year's subscription.

Any Club shall be entitled to resign from the Union as at 30th September in any year giving written notice to the Honorary Secretary on or before 31st August in such year, otherwise such Club shall be liable for the subscription due in respect of the year commencing 1st October following.

PATRONS

8. The Executive may appoint as Patrons or Honorary Presidents of the Union persons of rank or distinction and persons who have been benefactors of the Union or given noteworthy service to the Union or to the game of golf.

9. **DISCIPLINARY PROCEDURE**

- (a) Any complaint about the conduct of a member of Glasgow Golf Union either on the course or off the course, or in the vicinity thereof, or representing the Union at any function, must be made by the complainer in writing to the President or the Secretary.
- If the complaint is about or by the President or Secretary, it shall be considered by any other member of the Executive not directly involved in the complaint.
- (b) The complaint will be considered by the President, whom failing the Secretary, whom also failing the relevant member of the Executive, who will refer the complaint to the Disciplinary Sub-Committee.
- (c) The Disciplinary Sub-Committee will convene a meeting within fourteen days of receiving written notice of the complaint. It will consider the complaint and may, in its absolute discretion dismiss the complaint. This decision will be notified to the complainer and the member subject to the complaint within seven days of the meeting.
- (d) In the event that the Disciplinary Sub-Committee consider that there is a case to answer, they will inform the member of the nature of the alleged offence in writing. This communication will also inform the member of the date and time when the complaint will be considered by the Disciplinary Sub-Committee and will advise the member that he will be expected to attend said meeting. The Disciplinary Sub-Committee will invite a written response within seven days and will ask the member whether he intends to appear at the Disciplinary Sub-Committee Meeting. In the event that there is no response from the member, the Disciplinary Sub-Committee can deal with the complaint in the member's absence and will have the powers hereinafter specified.

- (e) (i) The Disciplinary Sub-Committee will comprise one member of the Executive not involved in the complaint and who is not a member of the same Club as the member complained of, one other member chosen by the Executive of a Golf Club which is a member of the Glasgow Golf Union and one member who is also chosen by the Executive who is not a member of a Club within the Glasgow Golf Union. The Union's legal adviser may attend any meeting of the Disciplinary Sub-Committee but will not be a member of the Committee.
- (ii) The member and complainer attending the Disciplinary Sub-Committee may be accompanied by a representative of his own choice who may question any witnesses or the complainer and who may speak generally on the member's behalf.
- (iii) The Disciplinary Sub-Committee shall determine the format of the proceedings depending on the nature of the complaint. They may ask witnesses to attend the meeting.
- (iv) The Disciplinary Sub-Committee will have the following powers:-
 - (i) to dismiss the complaint.
 - (ii) to reprimand the member in such terms as they may determine.
 - (iii) to suspend the member from the Glasgow Golf Union for a period of time.
 - (iv) to suspend the member from the Glasgow Golf Union.
- (f) The decision of the Disciplinary Sub-Committee will be intimated in writing to the member within seven days of the meeting.
- (g) (i) If the member is aggrieved at the decision of the Disciplinary Sub-Committee, he shall intimate same to the Secretary of the Glasgow Golf Union within seven days of receipt by him of said decision. In such an event, the Secretary of the Glasgow Golf Union will refer the matter to an Appeals Committee.
- (ii) The Appeals Committee will be appointed by the Glasgow Golf Union Executive and will comprise a Chair who is a member of the Executive not otherwise involved in the complaint and two other members who will be golfers or administrators of experience and who are unconnected with the member or the Glasgow Golf Union Executive. The Appeals Committee will determine the procedure for dealing with any appeal laid before it, but will be required to complete the appeals procedure within six weeks of the matter being referred to it, failing which the appeal will be deemed to have been upheld. The Union's legal adviser may attend all meetings of the Appeal Committee.

CHILD & YOUNG ADULT APROTECTION POLICY

10. Glasgow Golf Union is fully committed to safeguarding the welfare of all children and young adults in its care. It recognises the responsibility to promote safe practice and to protect children from harm, abuse and exploitation. Staff and volunteers will work together to embrace difference and diversity and respect the rights of children and young adults

The Glasgow Golf Union will:

- (a) Promote the health and welfare of children and young adults by providing opportunities for them to take part in golf safely.
- (b) Respect and promote the rights, wishes and feelings of children.
- (c) Promote and implement appropriate procedures to safeguard the wellbeing of children and young adults and protect them from abuse.
- (d) Recruit, train, support and supervise its staff, members and volunteers to adopt best practice to safeguard and protect children from abuse and to reduce risk to themselves.
- (e) Require staff, members and volunteers to adopt and abide by this Child Protection Policy and these procedures.
- (f) Respond to any allegations of misconduct or abuse of children and young adults in line with this Policy and these procedures as well as implementing, where appropriate, the relevant disciplinary and appeals procedures.
- (g) Regularly monitor and evaluate the implementation of this Policy and these procedures.

Review

This Policy and these Procedures will be regularly reviewed:

- (a) In accordance with changes in legislation and guidance on the protection of children and young adults or following any changes within Glasgow Golf Union.
- (b) Following any issues or concerns raised about the protection of children and young adults within Glasgow Golf Union
- (c) In all other circumstances, at least every three years

ALTERATION OF CONSTITUTION

11. The foregoing shall form the Constitution of the Union and shall not be altered or added to without the approval of a simple majority of Executive Members and of Course-Owning Clubs present and voting at the Annual General Meeting or an Extraordinary General Meeting convened for this purpose. The notice calling the meeting shall state the alteration or addition proposed to be made. The procedure to be followed for dealing with proposed changes to the Constitution will be as laid down for an Annual General Meeting or an Extraordinary General Meeting.

INTERPRETATION

In construing this Constitution, the following expressions shall have the meanings hereby assigned to them respectively.

- (a) "Union" shall mean the Glasgow Golf Union.
- (b) "Executive" shall mean the Executive in office for the time being.
- (c) "Golf Club" shall mean any recognised Golf Club in membership of Scottish Golf Limited.

- (c) "Course-Owning" Clubs shall mean Golf Clubs which own, rent or lease their Golf Courses or Golf Clubs which are identified with a particular Course where permission has been received to play all Club medal competitions from medal tees.

Without prejudice to the foregoing generality, Course-Owning Clubs shall have a minimum membership of not less than fifteen full subscription paying adult members and such Clubs shall pay a subscription of not less than thirty times the per capita subscription levied by the Union. If such a Club has been admitted to the Union, and if any one year membership shall fall below the minimum acceptable membership, then the Club shall pay capitation fees appropriate to the minimum acceptable membership and, in addition, they shall ensure that the minimum membership is attained before the beginning of the Union's following financial year.

Failure to comply with these requirements must be reported to the Union's Honorary Secretary and following consideration of the circumstances by the Union, the Union may cancel such Club membership to transfer the Club to the category of Non-Course Owning.

- (d) Non-Course Owning Clubs, shall mean Golf Clubs which are formed by trade associations, school former pupils etc and which are not in any way identified with a particular Course or Courses.
- (e) The foregoing definitions of Course-Owning and Non-Course Owning Clubs are similar to the definitions of these categories of Clubs in the Constitution of Scottish Golf Limited and in the event of the latter making any changes to their said definitions, these changes are hereby adopted by the Glasgow Golf Union and shall immediately apply to the definitions of these categories of Clubs as stated above as though the definitions had been so changed by the Glasgow Golf Union.
- (f) Words importing the singular shall include the plural and vice-versa.