

CONSTITUTION OF CRAIGIELAW GOLF CLUB

1. NAME OF CLUB

The Club shall be called Craigielaw Golf Club (hereinafter referred to as "the Club").

2. NATURE OF THE CLUB

The Club will be a proprietary club. The proprietor will be Wemyss and March Estates Gosford Limited or such other company as shall be nominated by them (hereinafter referred to as "the Company").

3. OBJECTS OF THE CLUB

The objects of the Club shall be:

- (a) to enable the Company to make provision for the rights and obligations of persons wishing to enjoy the facilities of Craigielaw Golf Course, Aberlady, East Lothian on an annual basis;
- (b) to affiliate to the Scottish Golf and to enable members to obtain and maintain golf handicaps;
- (c) to organize golf competitions for members.

4. MANAGEMENT

Subject to liaising with the Members Liaison Committee as after mentioned, the Company shall have the sole right and responsibility for the operation and management of the golf course, the clubhouse and such other facilities as the Company might in its discretion provide. The members of the Club will have no interest, financial or otherwise, in the property or assets of the Club or in the business carried on by the Company in the said operation and management. Without prejudice to the foregoing generality the Company will be responsible for and will have sole discretion in the employment of staff, the maintenance of the golf course, clubhouse and other facilities, the fixing of all entrance fees, annual subscriptions and other charges payable by members, the fixing of all guest and visitor charges, the fixing of membership categories and the rights and obligations pertaining thereto, making amendments to this Constitution and making Rules and Bye-laws to regulate the use of the golf course, clubhouse and other facilities by members and others.

5. ADMISSION TO MEMBERSHIP

The Company shall have sole discretion in deciding who shall be admitted to membership and the category of membership to which each member shall belong. All applicants for membership shall complete an application form providing such information as shall be required by the Company. The Company may require applicants to attend an interview and may in their absolute discretion accept or reject applications without giving any reasons. If an applicant's application for membership is accepted by the Company, the Company will inform the applicant accordingly by letter and will request payment of the appropriate entrance fee (if any) and subscription. Upon payment of the amount due the applicant will be admitted to membership and will be deemed to accept the terms of the Constitution, Rules and Bye-laws from time to time in force during the member's membership.

6. CATEGORIES OF MEMBERSHIP

The Company will have sole discretion in determining the categories of membership, the numbers in each category from time to time and the rights and obligations attaching to each category. The categories are as follows:

(a) Full Membership	This will be the standard category of membership, and will include members nominated by corporate members.
(b) Joint Membership	Available to couples living together in a permanent relationship.
(c) Family Membership	Available to one person and any number of his or her children who qualify as junior members, or a couple living together in a permanent relationship and any number of the children of the couple who qualify as junior members.
(d) 5 Day Membership	As full membership but with playing rights restricted to the 5 weekdays (Monday – Friday). With access to such weekend competitions as the Company shall determine.
(e) Country Membership	Available to persons who are permanently resident more than 100 miles from Craighielaw.
(f) Overseas Membership	Available to persons who are permanently resident overseas.
(g) Junior Membership	Available to persons between the ages of 10 and 18 at the start of each membership year or such other date as the Company shall determine. Junior members moving to full membership will be eligible for a reduction of one-fifth of the entrance fee for each year of junior membership providing that the member has to the satisfaction of the Club Manager or Head Professional (a) gained and maintained a national handicap and made Craighielaw Golf Club their home club and/or (b) regularly played for the Craighielaw junior team (Summer or Winter) and/or (c) regularly taken part in junior lessons or junior events.
(h) Intermediate Membership	Available at the discretion of the Company to persons who have been junior members up to the age of 18 and who are between the ages of 19 and 23 at the start of each membership year or such other date as the Company shall determine who are in full time education or vocational training. Intermediate members moving to full membership will be eligible for a reduction of one-fifth of the entrance fee for each year of junior/intermediate membership providing that the member has to the satisfaction of the Club Manager or Head Professional (a) gained and maintained a national handicap and made Craighielaw Golf Club their home club and/or (b) regularly played for the Craighielaw junior/senior team (Summer or Winter).
(i) Life Membership	Full membership for life.
(j) Corporate Membership	Available on a limited basis and carrying such rights as shall be specified by the Company from time to time including the right to nominate five individuals as full members. Changes in the identity of the five nominated full members may be made by the corporate member upon three months written notice to the Company provided there is not more than one change in each membership year. On termination of a corporate membership all full memberships nominated by that corporate member will automatically terminate.
(k) Honorary Membership	This will be available on such terms as the Company shall determine.
(l) Academy Membership	A restricted introductory membership which allows access 7 days a week to the practice facilities and 12 weekday games per membership year on the main course.
(m) South Links Adult Membership	Available to persons wishing to use only the practice facilities and South Links at Craighielaw. There are no playing rights on the main course with

	this membership.
(n) South Links Junior Membership	Available to persons between the ages of 5 and 18 at the start of each membership year or such other date as the Company shall determine. This membership only provides access to the practice facilities and South Links at Craigiellaw. A South Links junior member may apply to move to junior membership but this will be considered only if (a) the member has to the satisfaction of the Club Manager or Head Professional taken part in junior lessons and events or (b) demonstrated that he or she is ready to move to junior membership.

Apart from changes of nominated members by corporate members all memberships are non transferable. The Company will have the sole discretion in interpreting and applying the qualifications for each category. Members may at the discretion of the Company move between categories, and may be required by the Company to move to full membership if they no longer qualify for categories (b) to (f).

7. WAITING LISTS

The Company may at their discretion maintain waiting lists for the various categories of membership on such terms as they shall determine.

8. MEMBERSHIP YEAR

The membership year shall run from 1 April to 31 March or such other dates as the Company shall determine.

9. PAYMENT OF ANNUAL SUBSCRIPTIONS

Annual subscriptions will be due and payable on the day before the first day of the membership year to which they relate.

10. MEMBERSHIP CARDS

On payment of the appropriate annual subscription each member will be issued with a membership card for the year in question. Membership cards will require to be shown on request by the Company.

11. MEMBERS ADDRESSES

It will be the responsibility of each member to inform the Company in writing of any change in the member's permanent address. The Company will be entitled to send communications to each member at the most recently intimated permanent address of the member.

12. RESIGNATION

A member may resign from the Club at any time by intimating his or her resignation in writing to the Company. If such intimation has not been received by the Company prior to the start of a membership year the resigning member will at the discretion of the Company be liable for the full subscription for that year. In the event of a member resigning in the course of a membership year there would normally be no refund of subscription in respect of that year. Any refund would be entirely at the discretion of the Company.

13. TERMINATION OF MEMBERSHIP

The Company may in its sole discretion terminate the membership of any member who has failed to pay the appropriate annual subscription by the due date or who has otherwise materially or persistently breached the provisions of the Constitution, Rules or Bye-laws, or has in the opinion of the Company after consultation with the Members Liaison Committee, behaved in such a way as to prejudice the character, interests or good name of the Club. As an alternative to termination of membership the Company may suspend a member from membership for such period of time and on such terms as the Company shall in consultation with the Members Liaison Committee determine. In the event of termination of membership there will be no refund of entrance fees or subscriptions. Before exercising the power of termination or suspension the Company will give the member in question the opportunity to provide an explanation or defense for his or her conduct. In the event of termination of membership of a person nominated by a corporate member, the corporate member shall be entitled to nominate an alternative person in his or her place.

14. COMPLAINTS

If any member wishes to make a complaint he or she may do so in writing either to the Company or to the Members Liaison Committee.

15. OFFICE BEARERS

The office bearers of the Club will be the Captain, Past Captain, Vice-Captain and Handicap and Competition Secretary. Each Captain will hold office for a period of two years. With the exception of the term of office of the first Captain, for the duration of the first year of office of a Captain, the immediate past Captain will hold the office of Past Captain, and for the duration of the second year of office of a Captain there will be appointed a Vice-Captain who will after serving as Vice Captain for one year succeed as Captain for the following two years. The first Vice Captain will serve as Vice-Captain for the full duration of the first Captain's two years of office, and will then succeed as Captain. In the absence of the Captain for any reason the Past Captain or the Vice-Captain as the case may be will deputize for the Captain. The Handicap and Competition Secretary will be appointed for a period of two years but will be eligible for reappointment.

16. MEMBERS LIAISON COMMITTEE

The Members Liaison Committee will consist of the Captain, the Past Captain / Vice Captain, the Handicap and Competition Secretary and a minimum of three other members (the appointed members). The appointed members will normally hold office for a period of three years and will be eligible for re-election for a further 3 year term. Should it be deemed that there would be a surplus of candidates, then a vote would be held at the following AGM. The members, where possible, should be drawn from a cross-section of the membership, thus ensuring the views of the widest section of the membership are represented at the MLC. Should any member have served 2 terms, then 1 year must have elapsed from the end of their term of office before being considered eligible for re-election.

17. APPOINTMENT AND QUALIFICATIONS OF OFFICE BEARERS AND MEMBERS LIAISON COMMITTEE

The First Captain, Vice-Captain, Handicap and Competition Secretary and appointed members of the Members Liaison Committee will be appointed by the Company. Thereafter all appointments will be by election by voting members other than the candidate. Except with the approval of the Company no person shall be eligible to be a candidate for an election unless he or she has been a full member, a life member, a joint member, an adult family member or a 5 Day member of the Club for at least three continuous years. Each full member, life member, joint member, adult family member, 5 day member, country member and overseas member will be a voting member, and each voting member will be entitled to one vote in each election. Elections will be by

postal ballot or such method as determined by the Company or Members Liaison Committee at such time in each year and in such manner as the Company shall after consultation with the Members Liaison Committee determine. In the event of an office bearer or appointed member of the Members Liaison Committee ceasing to be a full member, a life member, a joint member, an adult family member or a 5 day member of the Club his or her appointment will automatically terminate.

18. ROLE OF MEMBERS LIAISON COMMITTEE

The primary aims of the MLC are firstly to help promote the smooth running of the club for the benefit of all stakeholders, and secondly to provide a conduit for 2 way communication between the Company and the membership.

It should also, with help of the Company, aim to arrange the following:

A range of competitions for all members.

A range of social events for all members.

To communicate to the members about planned works, the timing of works and the timings of any event that might interrupt in the normal availability of the course for normal play.

To integrate new members into the club, in ways such as introductions to players, groups, or a new members meeting.

To promote the development of the junior section.

To promote inter club relationships.

To help host the AGM and any other meetings as deemed necessary.

Arbitrate, should it be required, on issues raised by the company and/or members.

Notwithstanding the above, The Members Liaison Committee will have no responsibility for finances other than administering any monies made available to them through the Handicap and Competition Secretary by the Company to assist with the administration of handicaps and competitions.

19. MEETINGS OF MEMBERS LIAISON COMMITTEE

The MLC shall meet at least 4 times a year, typically every 3 months in addition to an Annual General Meeting (AGM) and will be chaired by the Captain. Attendees will be the members of the MLC and any others considered appropriate by the Company. The meetings shall typically be in the clubhouse or at such location as deemed appropriate by the Company. The Agenda and any Action log will be agreed and distributed in advance of the each meeting. Minutes will be taken and communicated to the members of the club, detailing the topics of discussion and any agreed actions. The quorum of the meeting shall be at least 3 regular members of the MLC and one member of the Company.

The AGM will be held, typically in the clubhouse and typically in November, with the date communicated to members at least 2 weeks in advance of such date. This will include any notification of any votes that may be required. The meeting will be chaired by the Captain with the members of the MLC and a representative of the Company. Minutes will be taken and communicated to the membership detailing the discussion, actions and outcomes of any votes.

20. CO-OPTION TO MEMBERS LIAISON COMMITTEE

In the event of a vacancy occurring amongst the appointed members of the Members Liaison Committee, the Company and the MLC shall seek to find a suitable replacement from the membership, ideally ensuring the widest cross section of the membership remains represented. That individual will then stand for election at the next AGM.

21. MEMBERS GUESTS

Each adult member with access to the main course may introduce up to 3 guests to play on the course at any one time at 50% of the prevailing green fee for an ordinary visitor, or such fee as the Company may determine being no greater than 50% of the prevailing green fee for an ordinary visitor. The introducing member shall require to

play with guests introduced on this basis. The same person may not, except with the approval of the Company, be introduced on this basis more than four times in any membership year. Junior and intermediate members may introduce junior and intermediate guests at the discretion of the Company. A member who introduces a guest will be personally responsible for the behavior of the guest on the course and in the clubhouse.

22. CLOSURE OF COURSE

The Company reserves the right to close the course at any time on account of adverse weather conditions and after consultation with the Members Liaison Committee for a maximum of ten days in any membership year for special events such as R&A, SGU, SLGA and PGA tournaments or other golfing events.

23. BOOKING ARRANGEMENTS

Arrangements for the booking of tee times by individual members, corporate members, visitors, societies and other visiting parties will be at the discretion of the Company but the arrangements will include provision on most days of the year when the course is open for members priority tee times which may be booked by individual members up to one week in advance. It is proposed that initially members priority tee times will be between 7.30am and 9.00am and between 11.30am and 1.30pm. These times will be subject to variation by the Company but as a general rule only after consultation with the Members Liaison Committee. Members will be given advance notice of society and corporate bookings and days on which the course is closed for special events. On Club competition days participants in the competitions will have priority over all others.

24. CLUB HOUSE

The Company will have sole discretion to decide what facilities will be provided in or in conjunction with the clubhouse, who may use the various facilities, the times of opening of the clubhouse and of individual facilities, and all rules in regard to their use.

25. ENFORCEMENT OF RULES AND BYE-LAWS

All members of the Company's staff shall be empowered to enforce the Rules and Bye-laws.

26. NOTICES

No notices may be posted in or on the clubhouse or the course or otherwise distributed without the prior approval of the Company.

27. LIABILITY AND INSURANCE

Neither the Club nor the Company will be liable for any injury or damage caused by members or their guests while playing golf on the golf course or sustained by members or their guests while playing golf on the golf course. All members are required to carry their own insurance to cover such eventualities. Neither the Club nor the Company will be liable for loss or damage to any equipment of members or their guests unless caused willfully or negligently by an employee.