

CONSTITUTION OF CRAIGIELAW GOLF CLUB

1. NAME OF CLUB

The Club shall be called Craigielaw Golf Club, having a place of business at Craigielaw, Longniddry, East Lothian EH32 0PY (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, having their registered office at Estates Office, Longniddry, East Lothian EH32 0PY or such other company as shall be nominated by them (hereinafter referred to as "the Company").

3. OBJECTS

The objects shall be:

- (a) the Company shall provide the golf course, clubhouse and related facilities at Craigielaw, Aberlady, East Lothian ("Craigielaw") for the use of the members of the Club and visitors in such manner as the Company shall determine.
- (b) the Club shall enable the Company to make provision for the rights and obligations of persons wishing to enjoy the facilities of Craigielaw, on an annual basis.
- (c) the Club shall affiliate to Scottish Golf and to enable members to obtain and maintain golf handicaps.
- (d) the Club shall organize golf competitions and social events for members.

4. MANAGEMENT

Subject to liaising with the Members Management Group 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 and submit to the Company 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 or by email and will request payment of the appropriate

entrance fee (if any) and annual 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 and the rules and bye-laws from time to time in force during the member's membership, the then details of which shall be intimated to the applicant on such admission, and shall respect the rules of golf as defined by the Royal & Ancient Golf Club of St Andrews.

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) 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.
(c) Country Membership	Available to persons who are permanently resident more than 100 miles from Craighielaw, measured in a straight line.
(d) Overseas Membership	Available to persons who are permanently resident overseas.
(e) Junior Membership	Available to persons between the ages of 10 and 18 inclusive 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 (if any) for each year of junior membership providing that the member has to the satisfaction of the Club Manager or the Director of Golf (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.
(f) Young Adult 1 & 2 Memberships	Available to persons between the ages of 19 & 25 (Young Adult 1) and 26 & 29 (Young Adult 2) inclusive at the start of each membership year or such other date as the Company shall determine. This membership category provides the same benefits as a full membership. The fee shall be set at 40% of the full fee for Young Adult 1 and 70% of the full fee for Young Adult 2.
(g) Life Membership	Full membership for life.
(h) Corporate Membership	Available on a limited basis to an incorporated body in accordance with the Companies Acts from time to time 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 memberships nominated by that corporate member will automatically terminate.
(i) Honorary Membership	This will be available on such terms as the Company shall determine.
(j) 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.

(k)	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.
(l)	South Links Junior Membership	Available to persons between the ages of 5 and 18 inclusive 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 Craighielaw. A South Links junior member may apply to move to junior membership but this will be considered only if the member has to the satisfaction of the Club Manager or the Director of Golf (a) taken part in junior lessons and events or (b) demonstrated that the member 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 (d).

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. ANNUAL SUBSCRIPTIONS

Annual subscription rates will be fixed by the Company in such sums as the Company shall determine and the rates will be circulated to the Members Management Group prior to the start of the membership year for information. Annual Subscriptions will be due and payable to the Company on the day before the first day of the membership year to which they relate and the facilities at Craighielaw shall not be available to a person until such payment has been received.

10. MEMBERSHIP CARDS

On payment of the appropriate entrance fee (if any) and annual subscription each new member will be issued with a membership card. Membership cards will require to be shown on request by the Company. Any member that loses a membership card will be supplied with a replacement on request.

11. MEMBERS ADDRESSES

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

12. RESIGNATION

A member may resign from the Club at any time by intimating such resignation in writing to the Company by letter or by email to the Club Manager at the Club. 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 of the Club or has, in the opinion of the Company after consultation with the Members Management Group, behaved in such a way as to prejudice the character, interests or good name of the Club and/or the Company. 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 Management Group 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 defence for the conduct which has brought about such proposed termination or suspension. The member will be notified of the decision to terminate or suspend the membership by letter or by email to the last known address and/or email address intimated to the Company and the reasons for such action being taken will be detailed in this written notification. 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 place of such person.

14. COMPLAINTS

If any member wishes to make a complaint it shall be in writing by letter or email to the Club Manager at the Club and this complaint will be brought to the attention of the Members Management Group for discussion and response.

15. OFFICE BEARERS

The office bearers of the Club will be the Captain, Past Captain and Vice-Captain. Each will hold such offices for a period of two years. For the duration of the period of office of a Captain, the immediate past Captain will hold the office of Past Captain and for the duration of the said period of office of a Captain there will be appointed a Vice-Captain who will after serving as Vice Captain for two years succeed as Captain for the following two years. 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.

16. APPOINTMENT AND QUALIFICATIONS OF OFFICE BEARERS

The appointment of the Captain and the Vice-Captain shall be by invitation of the Company following consultation with the Members Management Group. Such appointments shall be effective from 4th November in the year of appointment or such other date as the Company shall determine. No person shall be eligible to be so invited unless that person has been a full member, a life member or a 5 Day member of the Club for at least three continuous years. In the event of an office bearer of the Members Management Group ceasing to be a full member, a life member or a 5 day member of the Club, or resigns from their position such appointment will automatically terminate and the Company shall invite a person suitably qualified in terms hereof to assume the role so vacated.

17. THE MEMBERS MANAGEMENT GROUP

The Captain, Past Captain and Vice Captain, as representatives of the Club, together with the Club Manager and the Director of Golf, as representatives of the Company, shall form the Members Management Group of the Club. The primary aims of the Members Management Group are firstly to help promote the smooth running of the Club for the benefit of all members and other interested parties and secondly to provide a conduit for 2 way communication between the Company and the membership of the Club.

It should also, with help of the Company, aim:-

To organise a range of competitions for all members.

To organise 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 facilities at the Club.

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 determine decisions on any matter arising regarding the rules pertaining to any golf competitions being conducted by the Club.

To formulate and issue by letter or email to the members of the Club an annual feedback survey in October of each year, the responses to same to be considered by the Members Management Group and acted upon where appropriate.

To arbitrate, should it be required, on issues raised by the Company and/or members of the Club.

Notwithstanding the above, the Members Management Group will have no responsibility for finances other than administering any monies made available to them by the Company to assist with the administration of handicaps and competitions.

18. MEETINGS OF MEMBERS MANAGEMENT GROUP

The Members Management Group shall meet at least monthly and will be chaired by the Captain. Attendees will be the members of the Members Management Group and any others considered appropriate by them who may be able to assist with particular matters to be discussed at any meeting. 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 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 two representatives of the Club and one representative of the Company.

19. GENERAL MEETINGS

In the event that the Members Management Group consider it appropriate, and provided that the prior written approval of the Company has been obtained, the Members Management Group shall be entitled to call a meeting of all members of the Club to discuss and obtain their opinions regarding such matter or matters that are to be presented to such a meeting. To call a meeting the Club Manager shall give not less than fourteen days prior notice to each member by letter or email to the last permanent address and/or email address intimated to the Company, the notice to include the time and venue for same and sufficient details of the subject matter to be discussed at the meeting. Such meetings shall be chaired by the Captain, whom failing the Vice Captain, who shall determine the appropriate arrangements for the conduct of the meeting.

20. 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 members may introduce up to 3 guests per visit, Junior guest fees to be discounted from the members guest rate and will be set at the discretion of the Company. South Links members may sign guests on the South Links only and such guest fees will be set at the discretion of the Company. A member who introduces a guest will be personally responsible for the behaviour of the guest on the course and while using the facilities of the Club.

21. CLOSURE OF FACILITIES

The Company reserves the right to close the main course, South Links and/or practice facilities at the Club at any time on account of adverse weather conditions and, after consultation with the Members Management Group, for a maximum of ten days in any membership year for special events such as R&A, Scottish Golf and PGA tournaments or other golfing events.

22. 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. Members priority tee times will be between 7.30am and 9.30am weekdays and between 7.00am and 11.00am on weekends. These times will be subject to variation by the Company but as a general rule only after consultation with the Members Management Group. Members can view the tee sheet and make bookings using such online system as is made available from time to time by the Company and any relevant information relating to bookings will be made available at the discretion of the Company. On Club competition days priority tee times will be reserved between 7.00am and 11.30am for competitors only and once a competition draw is complete tee times may be released for normal play at the discretion of the Director of Golf or Club Manager. Notwithstanding the foregoing, the Club Manager will be entitled to allow a non-member booking to be allocated within the periods of the members priority tee times but only in circumstances that the Club Manager considers it to be necessary.

23. GROUPS

A “group” is defined as any gathering of members that meet regularly to play informal golf that exceeds one tee time (4 players). The Company views groups as an essential part of the membership of the Club and will not discourage groups from forming and developing but the Company reserves the right to place a limit on numbers attending a group gathering to allow for a fair use of the facilities by other members and players that are not part of the group.

Matches against other clubs, whether friendly or part of official leagues/competitions, are deemed to be official events and do not fall under the classification of a group. An official Club team may not be made up solely from members of a group but must be open to all Craigielaw members for selection subject to any particular criteria that may apply to any such team.

The Company does not recognise any group as a club within the Club and a group will not seek to register with the governing body of golf (Scottish Golf Ltd.) to become a formal non-course owning club. The Company and staff will not hold or administer any monies associated with the groups' activities and the group will not hold any official competitions at Craigielaw without prior permission being sought from the Company.

Whilst it is understood that groups seek to play at regular times of the day/week no group has the right to dedicated tee times. It is noted however that for groups trying to book consecutive tee times using the normal booking system it can prove difficult therefore the Company may allow advanced bookings for groups, provided the time they look to play is not in high demand (e.g. weekend mornings). No advance bookings will be made further in advance than 3 months and a request should be made for advance bookings from the group to the Club Manager.

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. The Company shall make members aware of such rules from time to time once the same shall be instigated.

25. ENFORCEMENT OF RULES AND BYE-LAWS

All members of the Company's staff shall be empowered to enforce the rules and bye-laws promulgated by the Company.

26. NOTICES

No notices may be posted in or on the clubhouse or the course or the other facilities at Craighielaw or otherwise distributed without the prior written approval of the Company.

27. LIABILITY AND INSURANCE

The Company will take out and maintain an insurance policy or policies with a reputable insurance company to the effect that the members of the Club will not be liable for any injury or damage caused by members or their guests (for whom any relevant visitors fee has been paid) while playing golf on the golf courses or using the other facilities at Craighielaw or sustained by members or their guests while playing golf on the golf courses or using the other facilities at Craighielaw. In the event that such insurance is to be terminated for any reason the Company shall give all members timeous prior written notice of such termination and with effect from the date of said termination all members will be required to effect their own insurance to cover all such eventualities and in such circumstance neither the Club nor the Company shall be liable for same.

At the time of the Company taking out or renewing such insurance it shall provide a sufficient summary of the extent of such insurance and any subsequent changes to same to all members.

Neither the Club nor the Company will be liable for loss or damage to any equipment or belongings of members or their guests unless caused wilfully or negligently by an employee of the Club or the Company.