

# **SHIFNAL GOLF CLUB 1964 LTD CLUB RULES**

## **1. DEFINITIONS**

In these Rules, the following expressions have the meanings stated, unless the context otherwise requires:

- 1.1** 'Articles of Association' means the Articles of Association of the Club.
- 1.2** 'Bar Levy' means the amount decided by the Board each year to be included as part of the club's subscriptions which a member is required to spend behind the bar on drinks, crisps, nuts and associated bar snacks.
- 1.3** 'Board' means the Board of Directors elected by the members of the Club and who are responsible for the management of the Club.
- 1.4** 'Club' means the Shifnal Golf Club 1964 Ltd of Decker Hill, Shifnal, Shropshire, TF11 8QL.
- 1.5** 'Club Competitions' means any golf competition held at the Club
- 1.6** 'Director' means a member who is willing to act as a Director of the Club and is appointed a Director in accordance with Article 17.
- 1.7** 'Full Member' means a member who pays full subscriptions to the Club and shall have the full use of the course and the club facilities. A Full Member shall include an Honorary Life Member, a Life Member and a Retired Member.
- 1.8** 'Rules' means the Rules contained in the clauses of this document.
- 1.9** 'DPS' means the Deferred Payment Scheme where a member elects to pay their annual subscription by monthly instalments during the Membership Year.
- 1.10** Words in these Rules importing the masculine gender shall include the feminine and neuter genders and vice versa.
- 1.11** 'Membership Year' means the 12 month period between 1 April and 31 March.

## **2. OBJECTS**

The Club is formed to provide for the members (including their guests and visitors) a golf course and clubhouse and all things incidental to the playing of golf.

## **3. CONSTITUTION**

The Club is incorporated as a company limited by guarantee and does not have a share capital. The constitution of the Club is governed by the Articles of Association and the Rules made by the Club.

## **4. MEMBERSHIP**

**4.1** The Club shall consist of the following categories of membership:

**4.1.1** Full Member

**4.1.2** Honorary Life Member

**4.1.3** Life Member

**4.1.4** Retired Member

**4.1.5** Aged 10 and Under

**4.1.6** Aged 11-16

**4.1.7** Aged 17

**4.1.8** Student in Full-Time Education (Aged 18-25)

**4.1.9** Aged 18-21

**4.1.10** Aged 22-25

**4.1.11** Aged 26-30

**4.1.12** Country Member

**4.1.13 Social Member**

**4.1.14 Honorary Social Member**

**4.1.15 Voluntary Suspended Member as defined in rule 10**

**4.1.16 Lifestyle Member**

**4.1.17 9 Hole Member**

**4.2 Full Member**

A member who pays a full subscription to the Club, and shall have the full use of the course and the club facilities, subject to their availability.

**4.3 Honorary Life Member**

A member (playing or non-playing) on the recommendation of the Board and elected at an Annual General Meeting of the Club by a two-thirds majority of the eligible voting members present shall become an Honorary Life Member of the Club. An Honorary Life Member shall be entitled to all the privileges of a Full Member without paying the annual subscription or any special payments for Life Membership, but will be liable for the applicable golf union fees. There shall be no more than ten (10) Honorary Life Members of the Club at any one time.

**4.4 Life Member**

A member of the Club who has reached the age of sixty (60) years and has been a Full Member of the Club for not less than fifteen (15) continuous years from a date prior to the 31st January 1998 and who has elected to purchase Life Membership shall be entitled to become a Life Member upon payment of the Life Membership subscription as decided by the Board. Life Membership can be taken out in the year the member attains 60 years of age (with qualifying criteria), upon payment of the current year's subscription, plus the Life Membership subscription multiplier as decided by the Board. A Life Member shall be entitled to all the privileges of a Full Member without having to pay the annual subscription or any other special payments for Life Membership.

**4.5 Retired Member**

A member of the Club over the age of 65, who has been a Full Member for not less than fifteen (15) continuous years from a date prior to the 31st January 1998, shall be entitled to apply for Retired

Membership. A Retired Member shall be entitled to all the privileges of a Full Member, but their annual subscriptions will be discounted as shall be agreed by the Board at its absolute discretion.

**4.6 Under 10's Member**

A person aged up to 10 years on 31<sup>st</sup> March prior to the start of the subscription year shall be entitled to free membership, but will be liable to pay the appropriate golf union subscription.

**4.7 Aged 11-16 Member**

A person aged between 11 and 16 on the 31<sup>st</sup> March prior to the start of the subscription year shall be entitled to apply for membership in this category. A member in this category will pay subscriptions appertaining to their age as decided by the Board. A member in this category may be restricted on the starting times when they can play the golf course. They will only be entitled to play in such Club Competitions as agreed by the Board. They shall not be entitled to vote at any meeting of the Club or serve as an officer of the Club or as a member of the Board.

**4.8 Aged 17**

A person aged 17 on the 31<sup>st</sup> March prior to the start of the subscription year shall be entitled to apply for membership in this category. A member in this category will pay subscriptions appertaining to their age as decided by the Board. A member in this category may be restricted on the starting times when they can play the golf course. They will only be entitled to play in such Club Competitions as agreed by the Board. They shall not be entitled to vote at any meeting of the Club or serve as an officer of the Club or as a member of the Board.

**4.9 Student in Full-Time Education (Aged 18 – 25)**

A person aged between 18 and 25 and in Full-Time Education on the 31<sup>st</sup> March prior to the start of the subscription year shall be entitled to apply for membership in this category. A member in this category will pay subscriptions appertaining to their age as decided by the Board.

**4.10 Aged 18 -21**

A person aged between 18 and 21 on the 31<sup>st</sup> March prior to the start of the subscription year shall be entitled to apply for membership in this category. A member in this category will pay subscriptions appertaining to their age as decided by the Board.

**4.11 Aged 22 - 25**

A person aged between 22 and 25 years on the 31st March prior to the start of the subscription year shall be entitled to apply for membership in this category. A member in this category will pay subscriptions appertaining to their category as decided by the Board.

**4.12 Under 26 - 30 Member**

A person aged between 26 and 30 on the 31<sup>st</sup> March prior to the start of the subscription year shall be entitled to apply for membership in this category. A member in this category entitles them to all playing privileges. They will pay a subscription appertaining to this category as decided by the Board.

**4.13 Country Member**

A person wishing to apply to be a Country Member must be a fully paid-up member of another recognised Golf Club and residing outside a radius of 70 miles from the Club and recommended by the Board to be a Country Member. A Country Member shall enjoy the amenities and privileges of the Club. They may enter any Club Competitions with the exception of trophy competitions. They shall not be entitled to vote at any meeting of the Club or serve as an officer of the Club or member of the Board. Country Members will pay 40% of a Full Members' subscription or such amount as may be decided at the absolute discretion of the Board.

**4.14 Social Member**

A person may apply to become a Social Member. A Social Member is only entitled to use the clubhouse. The Board shall fix a limit to the number of such members. They shall not be entitled to vote at any meeting of the Club, or serve as an officer of the Club or member of the Board.

**4.15 Honorary Social Member**

The position of an Honorary Social Member is by recommendation of the Board and will only be offered to a person where the Board considers the person has given the Club exceptional or beneficial service. Such membership shall be for a specified period and shall entitle the person to the same privileges as a Social Member.

**4.16 Lifestyle Member**

The Board shall have the power to adopt a Lifestyle Membership category on such terms as the Board shall decide from time to time.

**4.17 9 Hole Member**

A Member of the Club who has reached the age of 70 and has been a Full Member of the club not less than 15 years. The Member shall be able to play 9 holes each weekday (Monday to Friday) and shall have full use of the Club facilities subject to their availability. The annual subscription for a 9 Hole Member shall be discounted as shall be agreed by the Board at its absolute discretion.

## **5. ELECTION TO MEMBERSHIP**

- 5.1** All applications for membership shall be submitted to the Administration Office on the Club's application form.
- 5.2** The names of applicants will be posted on the Club's notice board for at least fourteen (14) days before the application is considered by the Board.
- 5.3** All applicants will be interviewed by the Board who shall have the absolute discretion on whether any person's application for membership shall be accepted.
- 5.4** No elected member shall enjoy any privileges of membership until his subscription and entrance fee has been paid in full. This Rule shall not apply where the Club has agreed with the elected member to pay the whole or any part of the subscription by instalments.

## **6. ANNUAL SUBSCRIPTIONS AND ENTRANCE FEES**

- 6.1** The amount of the annual subscription shall be decided by the Board for each category of membership. The annual subscription invoice will also include the bar levy (see 6.2), and golf union fees (see 6.3) where applicable.
- 6.2** Members in all categories except Junior, Social, Country, and Suspended are required to pay a bar levy at the same time as their annual subscription, to be spent within the clubhouse on bar purchases. The amount of the bar levy shall be agreed by the Board for each Membership Year. If any member shall not have spent their entire bar levy in any Membership Year then the balance of any remaining bar levy will be forfeited at the end of the Membership Year.
- 6.3** Members in all playing categories are required to pay golf union fees to various organisations including England Golf, Shropshire & Herefordshire Union of Golf Clubs and Shropshire Ladies Golf Association. The requirement for each individual member will be listed on their annual invoice.

- 6.4** The Men's Captain and the Ladies' Captain shall not be required to pay the annual subscription, apart from the bar levy and golf union fees, during their year of office if applicable. The Men's Captain and the Ladies' Captain shall receive from the Club an allowance during their year of office as agreed by the Board.
- 6.5** All annual subscriptions for a Membership Year are payable in advance prior to the commencement of the Membership Year. Where a member has elected to pay their annual subscription under DPS then the first instalment shall be payable by the 1st April, and monthly thereafter on the 1st of each month.
- 6.6** Any member whose annual subscription, or initial DPS payment, has not been paid within 14 days of the commencement of the Membership Year, shall automatically have their booking rights withdrawn. If payment is not received within 30 days of the commencement of the Membership Year, they will be struck off the membership roll with immediate effect.
- 6.7** The subscription payable by any new member elected to the Club during a Membership Year will be pro rata to the annual subscription payable for the period in which the member has joined the Club, except for the bar levy and any appropriate golf union fees which will be payable at the full rate.
- 6.8** The Board shall have the power subject to availability to reinstate to the Club any member –whose membership ceases in accordance with 6.6 above, on payment of all outstanding subscriptions plus 10% of those outstanding subscriptions as re-admission fees. The Board shall have absolute discretion to suspend or waive any such penalty.
- 6.9** Any member who wishes to pay their annual subscription by DPS must apply to the Administration Office prior to the commencement of a Membership Year. All payments under the DPS must be paid by bank standing order to the Club's bank account on the 1st day of each month for the whole of the Membership Year.
- 6.10** The Club reserves the right to suspend the booking rights of any member paying their annual subscriptions under DPS if their monthly instalment is not received within 14 days of its due date. The member shall remain liable to the Club for the balance owing in respect of their annual subscription for the full Membership Year and the Club shall be entitled to seek recovery of the balance owing as a debt with interest at 4% above the base rate charged by Barclays Bank plc from time to



time from the date the payment was due to the date of actual payment whether before or after judgement.

**6.11** There shall be no refund of the annual subscription, or any other fees paid by a member who shall resign from the Club, ceases to be a member for any reason or is unable to attend the Club or play golf during any Membership Year.

**6.12** The Club shall be entitled to charge an entrance fee to join the Club as agreed by the Board from time to time

## **7. INTEREST FREE LOAN**

If an interest free loan has been made to the Club, this will be repaid within one month of a member ceasing to be a member of the Club.

## **8. RESIGNATIONS**

**8.1** A member may only terminate their membership of the Club with effect from the 31 March in a Membership Year by giving notice to the Administration Office.

**8.2** Any member who gives notice of resignation is liable to pay any subscriptions due up to the 31 March in the Membership Year of termination.

**8.3** If the member shall have paid the interest free loan to the Club this will be repayable in accordance with Rule 7 subject to the right to deduct from the interest free loan any other monies or liabilities owed to the Club.

**8.4** Any person who has previously resigned as a member of the Club and having discharged all of its financial liabilities to the Club shall be eligible to re-apply for membership of the Club pursuant to Rule 5.

## **9. SUSPENSION/EXPULSION**

**9.1** In any case where the Administration Director or Member of the Board shall receive any written complaint or notice of the conduct of any member:

- 9.1.1** where a member refuses or neglects to comply with the Rules; or
- 9.1.2** where it appears the member's conduct may be injurious to the character, reputation or interest of the Club or objectionable in any respect, he shall forthwith notify the Board of such complaint or notice and the Board shall forthwith require the Administration Director to summons a meeting of the Board, the notice of such meeting to specify the nature of the complaint or notice received by the Administration Director.
- 9.2** The Administration Director shall not less than seven days before such meeting serve a notice in writing upon the member requesting the member to attend a meeting with the Board to answer to such complaint or notice of his conduct such notice shall contain the following:
- 9.2.1** the nature of such complaint or conduct;
- 9.2.2** the date, time, place, of the meeting.
- 9.3** The Board at such meeting shall afford to the member a full opportunity of answering the complaint or notice and of making such representations as he may think fit.
- 9.4** If the member requests an adjournment to enable him to prepare his case he shall be allowed a reasonable period of not less than 7 days to prepare his case before any reconvened meeting.
- 9.5** If the member fails to attend the meeting or the reconvened meeting the Board shall be entitled to consider and make any such resolution as it considers appropriate in the absence of the member.
- 9.6** If after hearing any such answer and any such representations the Board shall be of the opinion that such conduct is injurious to the character, reputation or interest of the Club or objectionable in any respect the Board, may by a majority decision resolve:
- 9.6.1** require the Member to resign; or
- 9.6.2** where the Member refuses to resign the Board shall be entitled to expel the Member; or
- 9.6.3** suspend the privileges of membership of the Club in respect of the member for such period of time not exceeding 12 months as the Board may by such resolution determine.

- 9.7** Notice in writing of such resolution giving details of the Board's decision shall be sent to the member within 7 days of the passing of the resolution.
- 9.8** Any member expelled under this Rule 9 shall have the right of appeal by giving notice in writing to the Administration Director within 10 days of the date of the notice of suspension/expulsion from the Administration Director confirming the Board's decision on whether to suspend or expel the member.
- 9.9** If the expelled member shall decide to appeal its suspension or expulsion the Board shall appoint three (3) Full Members of the Club (excluding a Director or any Full Member who has been a party to the suspension or expulsion) to sit on an appeal panel which shall be convened within 28 days of the notice of the appeal. The decision of the appeal panel shall be final and binding. If the expulsion is not confirmed by the appeal panel the member shall be reinstated.
- 9.10** Any member expelled in accordance with this Rule 9 or otherwise ceasing to be a member shall forfeit all right in and claim upon the Club or its property or funds and shall not be entitled to any refund of his subscription entrance fee or any other fees with the exception of the Interest Free Loan if that shall have been paid to the Club.
- 9.11** Any member who shall be suspended in accordance with this Rule 9 shall not be entitled to any refund of his subscriptions for the period of his suspension and shall be required to pay his subscriptions due in accordance with Rule 6 on any renewal date which falls during any period of suspension.
- 9.12** Any member who shall have been expelled or suspended shall not be entitled to play the course or participate in any event, function or competition held by the Club.

## **10. VOLUNTARY SUSPENSION**

- 10.1** Any member may apply in writing to the Board prior to the 1<sup>st</sup> April for their membership to be voluntarily suspended from the start of the Membership Year. No applications will be accepted during the Membership Year. Members should be aware that any suspension of their membership will break their continuity of membership.
- 10.2** The Board shall have the absolute discretion on whether such application should be accepted.
- 10.3** If the Board shall approve the application for the member's membership to be voluntarily suspended it shall be subject to the following:

- 10.3.1** The suspension shall be for a period of one Membership Year;
- 10.3.2** If the member's circumstances change, the member can apply to the Board for reinstatement during the period of suspension providing a vacancy in the Club exists;
- 10.3.3** A member may apply to the Board for an extension of the suspension at the end of the Membership Year but such request must be made in writing to the Administration Office not less than 30 days prior to the commencement of the next Membership Year.
- 10.4** A suspended member will be entitled to:
- 10.4.1** Use the clubhouse facilities but this shall not include any of the golf practice facilities at the Club;
- 10.4.2** Play golf on two occasions free of charge during a Membership Year, and bring up to three guests at the current members' guest green fee;
- 10.4.3** Play golf on four more occasions with up to three guests all players paying the members' guest green fee;
- 10.4.4** Golf as provided in 10.4.2 or 10.4.3 is only available for mid-week golf, Monday- Friday. The golf is required to be booked by the suspended member, through the Professional Shop. The suspended member must provide the card provided by the office, which will be punched in the Pro-Shop to show the rounds that have been used.
- 10.5** The member shall lose all rights and privileges of their membership for the period of suspension (with the exception of those outlined in 10.4)
- 10.6** The member shall be required to pay the Suspended Members' subscription (as decided by the Board) during the period of suspension; and
- 10.7** The Board may impose such other conditions as they consider appropriate.
- 10.8** The Board shall have the right to vary or amend the terms of such suspension at their absolute discretion.

**11. COMMITTEES AND COMMITTEE MEMBERS**

- 11.1** The Board may delegate any of its powers to a committee or committees, appointed by the Board in accordance with the Articles of Association article 6.
- 11.2** Where the Board has delegated its powers to a committee or committees the committee or committees shall be made up of not have less than three (3) Full Members (excluding Directors appointed by the Board to serve on a committee or committees) or such other number as shall be agreed by the Board from time to time.
- 11.3** All members (apart from Directors appointed by the Board to serve on a committee or committees) who are willing to act as a committee member shall be appointed either by the Board, and subsequently ratified by the members at the next Annual General Meeting, or by members at an Annual General Meeting. All members elected to a committee or committees will be for a term of three (3) years and may be re-elected at an Annual General Meeting.
- 11.4 All members elected to a committee or committees will be for a term of three (3) years and may be re-appointed either by the Board, and subsequently ratified by the members at the next Annual General Meeting, or by the members at an Annual General Meeting.

## **12. TRANSFERS**

- 12.1** Any member may apply to the Board to transfer from one category of membership to another.
- 12.2** Transfer from a playing membership to a social member may be authorised by the Board.
- 12.3** Transfer from social membership to any category of playing membership must follow the normal application procedure set out in Rule 5.
- 12.4** Transfer from a playing membership to Life Membership and Retired Membership must be authorised by the Board.
- 12.5** Transfer from junior membership to a Full Member shall be by age qualification.

## **13. OFFICERS AND OTHER APPOINTMENTS**

**13.1** The elected officers of the Club who are responsible for the management of the Club shall consist of the following:

**13.1.1** The Directors;

**13.1.2** The Men's Captain

**13.1.3** The Ladies' Captain

**13.2** The appointment of the Men's Captain shall be recommended by the College of the Past seven (7) Men's Captains and shall be appointed to such position by the members at the Annual General Meeting. The position of the Men's Captain shall be held for one year only.

**13.3** The appointment of the Ladies' Captain shall be recommended by the College of the Past seven (7) Ladies' Captains and shall be appointed to such position by the members at the Annual General Meeting. The position of Ladies' Captain shall be held for one year only.

**13.4** The appointment of the Men's Vice Captain and the Ladies' Vice Captain shall be recommended by their respective College of the past seven (7) Captains and shall be appointed to such position by the members at the Annual General Meeting. The position of the Men's Vice Captain and the Ladies' Vice Captain shall be held for one year only.

**13.5** The position of the Men's President is honorary and shall be recommended by the past seven (7) Men's Presidents and shall be appointed to such position by the members at the Annual General Meeting. The position of Men's President shall be held for one year only.

**13.6** The position of the Ladies' President is honorary and shall be recommended by the past seven (7) Ladies' Presidents and shall be appointed to such position by the members at the Annual General Meeting. The position of Ladies President shall be held for one year only.

## **14. AUDITORS**

**14.1** The auditors shall be appointed at the Annual General Meeting and shall audit and certify the Club accounts and balance sheet.

## **15. EMPLOYEES**

**15.1** The employees of the Club shall be appointed by the Board and shall carry out their duties in accordance with their contracts of employment. The Board shall be responsible for agreeing the terms and conditions for all employees including their salaries.

## **16. HOURS OF OPENING & CLOSING AND PERMITTED HOURS**

**16.1** The Clubhouse and the golf course shall be opened and closed at such hours as may from time to time be fixed by the Board. Notice of any changes will be advised to members as soon as circumstances shall permit and will be posted in the Clubhouse, and on the Club's web site.

**16.2** The Board shall have the power to fix permitted hours for the supply of intoxicants in the Club, and from time to time alter the hours so fixed, provided that the hours fixed shall not on any day be longer, nor begin earlier or end later, than the licensing hours permitted under its Premises Licence granted by the local authority in which the Club is situated.

**16.3** For security reasons all doors and windows in the clubhouse will be locked thirty minutes after bar closing hours.

## **17. COMPLAINTS**

**17.1** All complaints will be made in writing to the Administration Director who, if he shall be unable to deal with them, shall submit them for the consideration of the Board.

**17.2** In no circumstances shall an employee of the Club be asked by a member to carry out orders not authorised by the Board or to break standing instructions. No member other than a Director authorised by the Board shall be entitled to reprimand an employee of the Club.

## **18. CLOSING THE COURSE AND CLUBHOUSE**

**18.1** The course, including practice facilities, can only be closed for play by:

**18.1.1** The Chairman of Greens

**18.1.2** The Head Green-keeper or his nominated deputy

**18.1.3** The Professional (after consultation with the Green-keeper or Chairman of Greens)

**18.2** When circumstances permit a notice to this effect will be posted on the main drive, in the clubhouse and on the Club's web site giving the reasons for such closure.

**18.3** When the course (which includes practice facilities) is closed the clubhouse where circumstances permit will remain open for use by the members. As a result of the course being closed the facilities available in the clubhouse for financial or economic reasons may be limited. Where circumstances shall arise members will be advised where it is reasonable to do so.

**19. VISITORS**

**19.1** Subject to any restrictions, which may from time to time be imposed by the Board, the following persons shall be entitled to admission to the club premises to be supplied with and/or sold alcohol for the consumption on the premises:

**19.1.1** Golfers on payment of the appropriate green fee.

**19.1.2** Members' guests.

**19.1.3** Those taking table meals at the club premises.

**19.1.4** Those attending any function organised at the club.

**19.2** A Member may introduce and entertain guests in the Clubhouse and shall not leave the premises before his guest.

**19.3** No person whose membership has been terminated under Rule 8 or whose application for membership has at any time been rejected shall be introduced as a guest to the Clubhouse or golf course or participate in any event function or competition held by the Club.

**20. NOTICES WITHIN THE CLUBHOUSE**

**20.1** No paper, notice or placard, written or printed, shall be exhibited within club property or in any way brought to the notice of Club members without the authority of the Administration Director or the Board.



## **21. AMENDMENT TO RULES**

- 21.1** Subject to 21.3 only an Annual General Meeting of the Club shall have power to amend, add to or rescind the Rules and shall be by majority of not less than two-thirds of the eligible voters present.
- 21.2** Notice of any proposed amendments must reach the Administration Director at least one month before the Annual General Meeting for inclusion in the agenda.
- 21.3** The Board shall have power to make such alterations and amendments to the Rules as it may deem necessary for the proper management of the Club and if any of the Rules shall be altered or amended then such alterations or amendments shall be ratified by the members at the next Annual General Meeting.

## **22. ACCESS TO RULES AND ARTICLES OF ASSOCIATION**

- 22.1** Every member shall receive a copy of the Articles of Association and Rules on joining the Club. Copies of the Articles of Association and the Rules can be obtained from the Administration Office.

## **23. MEMBERS' REGISTER**

- 23.1** Every member shall, at all times, notify the Administration Office of their current address, telephone number and email address and any changes which may occur.

## **24. NOTICES TO MEMBERS**

- 24.1** Any notice to be given under these Rules shall be in writing and shall be sent by first class mail or email, to the address contained in the Club's records.
- 24.2** Notices sent as provided in clause 24.1 shall be deemed to have been received three working days after the day of posting.
- 24.3** Any notices to be served on the Club shall be addressed to and served on the Administration Director.

## **25. CLUB PROPERTY**

**25.1** No member shall remove or permit to be removed, under any pretext whatsoever, or shall abuse any property belonging to the Club.

## **26. DISSOLUTION OF THE CLUB**

**26.1** If at an Annual General Meeting (of which four weeks' written notice has been given to each member) and at which not less than one half of the members eligible to vote are present, a resolution for the dissolution of the Club is passed by a majority of two thirds of the members present and voting, the Board must immediately, or at such a future date as is specified in the resolution, proceed to realise the property of the Club. The assets remaining after payment of the debts and liabilities of the Club and the costs of liquidation shall be used to establish another non-profit making golf club for the members of the same name elsewhere, failing which the assets will either be:

(a) donated to such sporting charity or charities as are agreed by the members. In default of any such agreement to such sporting charities as shall be nominated by the Board for the time being of the English Golf Union; or

(b) distributed amongst the Full Members of the Club at the date of the commencement of the winding up.

## **27. MEMBERS BOUND BY RULES**

**27.1** By agreeing to become a member of the Club it is implied that every member accepts and agrees to be bound and submit to the Rules of the Club.