



Kirkbymoorside Golf Club Limited
Manor Vale, Kirkbymoorside, York, YO62 6EG
Company Number 02568407

There will be an Extraordinary General Meeting on Monday, 30 March 2020 at 7.00pm to consider and if thought fit pass the following special resolutions.

The Annual General Meeting will be held immediately following the Extraordinary General Meeting.

Amendments in **bold**)

Amendment 1

To amend Memorandum of Association 7 by removing the words “**but shall be given to another Club with similar sports purposes which is a charity and/or to another Club with similar sports purposes which is registered CASC and/or to the Club’s national governing body for use by them for related community sports which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of clause 6 hereof, such club, institution or charity**” and replacing them with the words “**but shall be given to some other club or institute having similar objects similar to those contained in the Memorandum of Association of the Club, or to any local charity, or charitable or benevolent institution, such club, institution or charity**”

7. If upon a winding-up or dissolution of the Club there remains, after the satisfaction of all its debts and liabilities, and property whatsoever, the same shall not be paid to or distributed among the Members of the Club, **but shall be given to some other club or institute having similar objects similar to those contained in the Memorandum of Association of the Club, or to any local charity, or charitable or benevolent institution, such club, institution or charity** to be decided upon and such property apportioned among all or any of such clubs, institutions or charities, by the Members of the Club, at or before the time of dissolution as they shall direct, or in default of any such decision or apportionment by the Members of the Club, the same to be decided upon and apportioned by a Judge of the High Court of Justice having jurisdiction in such winding-up or dissolution and as he shall determine, or such balance may be disposed of in such other manner as the Members of the Club with the consent of the Council of the Association, as then existing, shall determine.

Amendment 2

To amend Article 1 by removing **or 5** to read as

**In these articles, unless there be something in the subject or context inconsistent therewith: -
"The Club" means The Kirkbymoorside Golf Club Limited. "Full Member" means a Seven Day Playing Member.**

Changing the wording **The male includes female** to **The masculine includes the feminine** and adding a description of rules for the club communicating with members.

The masculine includes the feminine and, where appropriate, the singular includes the plural. Unless otherwise provided for in these Articles or by the Act, the Company may send a document or information to a member by the following means:

(a) in hard copy form by sending it by post in a prepaid envelope addressed to the member at the address held by the Company in its register. Provided that the address is in the United Kingdom, and it was properly addressed, prepaid and posted, service of the document or



information is deemed to have been received by the intended recipient 48 hours after it was posted;

(b) in electronic form if the member has given an e-mail address for this purpose. Provided that it was properly addressed, the document or information is deemed to have been received by the intended recipient 48 hours after it was sent; or

(c) by making such document or information available on the Company website. The document or information shall be readable and downloadable, and the recipient shall be notified of its presence and how to access it. The document or information is deemed to have been received by the intended recipient when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website. It shall be available on the website for at least 28 days beginning with the day on which notification was sent to the intended recipient, provided that temporary non-availability wholly attributable to circumstances that it would not be reasonable to have expected the Company to prevent or avoid shall be disregarded.

(d) Where a member has received a document or information from the Company otherwise than in hard copy form, he may require the company to send him a version of the document or information in hard copy form. The Company shall send free of charge such document or information in hard copy form within 21 days of receipt of any such request.

Amendment 3

To amend article 5 by changing **January** to **April**

Any Member may withdraw from the Club by giving notice in writing of his intention so to do addressed to the Chairman of the Club within 30 days after 1 **April**, otherwise he shall be liable to pay his subscription for the ensuing year.

Amendment 4

To amend article 6(a) by removing the words '**Five Day**' and include **Intermediate members after 23rd birthday to age 27.**

The Committee may in the manner prescribed by article 2, elect Country, Junior, Temporary, Seven Day, **Intermediate members after 23rd birthday to age 27.** Student Member (in full time education up to 23rd birthday) and non-playing Members of the Club, who shall be entitled to such of the privileges of Members and at such entrance fee and subscriptions or other payments respectively or without any payment or liability whatever as the Committee may from time to time determine, provided that no such Country, Junior, Temporary or non-playing Member shall be eligible to vote at any Meeting of the Club or to hold any office of the Club.

Amendment 5

Replace 'Expulsion of Members' paragraph with wording under (and including) 'Misconduct'.

MISCONDUCT

9. All members are required, whether on Club premises or representing the Club, to conduct themselves at all times in accordance with the accepted standards of playing etiquette and generally accepted standards of behavior expected by the Club.

A member may be liable to disciplinary action by the Club if a complaint is made that he/she;

- Fails to uphold the traditions and etiquette of golf
- Displays conduct which is likely to injure or discredit the reputation of the Club or any of its members or violates or disregards the Rules and/or Articles of Association or Byelaws of the Club



- **Commits a serious breach of the Rules of Golf as laid down by R&A or a serious or persistent breach of the Club Competition Conditions and/or Local Rules**
- **Conducts himself in a violent, abusive, bullying, harassing or intimidating manner or acts in an inappropriate manner in or around the Club to its employees or at any Club event or activity**
- **Has deliberately and with intent to deceive falsified any handicap, membership application or entry forms**
- **Has failed to comply with a reasonable request from a Club official representative or employee**
- **Makes a statement, which is likely to injure or discredit the reputation of the Club through the media, including Social Media sites, or has information published or broadcast without checking with the Club that it is factually correct;**

All members are expected to follow the Code of Conduct and Club Rules, Regulations and Byelaws as set out in the Fixtures Diary.

Any complaint relating to misconduct by a Member will be dealt with in accordance with the Club Disciplinary Procedure.

Any member expelled in accordance with the Rules, or otherwise ceasing to be a member of the Company whether by resignation, death or any other reason, shall, in default of an actual notice of resignation of his membership of the Company served in accordance with Article [5] above, be automatically deemed to have served a notice resigning his membership of the Company pursuant to Article [5] one calendar month from the date that he ceased to be a member of the Company. Any member of the Company who ceases to be a member for whatever reason forfeits all rights to or claim upon the Company, its property or funds, or any return of fees or subscriptions paid and remains liable for any fees or charges due from him as at the date of cessation including, for the avoidance of doubt, the undertaking to contribute the sum (not exceeding £1) set out at Memorandum [4] and Articles [7] above.

Amendment 6

To amend Article 11 by changing **January to April, February to May, March to June** and **can compete for any Club prize, sweepstake or competition to can have access to the golf course.**

The Annual Subscriptions are payable in advance on the **1st April each year**. Full payment or a mandate to pay by direct debit must be made within 28 days of **1st May**. No Member of the Club whose subscription or any other payment is in arrears **can have access to the golf course**. Any Member whose subscription is unpaid by the **1st June** each year shall cease to exercise the privileges of Membership and an entry shall be made alongside his or her name in the books of the Club recording the date on which he ceased to be a Member, he or she may be reinstated at the discretion of the Committee upon an available vacancy and on payment of all arrears including Entrance Fees.

Amendment 7

To amend Article 19 by changing the number needed for a quorum from 50 to 10% of Full members

No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the Meeting proceeds to business; save as herein otherwise provided **10% of Full Members** present in person shall be a quorum.

Amendment 8

To amend Article 30 by removing the words **Gentlemen's Vice Captain** and **Ladies' Vice Captain**

There shall be the following Officers of the Club; namely a Chairman, Gentlemen's Captain, Ladies' Captain, Treasurer, Green Chairman and Marketing and Membership Chairman.



Amendment 9

To amend Article 31 by deleting the words **and six elected Members**, replacing them with **and a maximum of 5 elected Members**.

Deleting the words **From whom the Committee shall select the Competition Secretary, Junior Representative and a Health and Safety Representative. Where an elected Member of the Committee who is Competition Secretary, Junior Representative and a Health and Safety Representative ceases to be a Committee Member he shall also cease to be Competition Secretary, Junior Representative and a Health and Safety Representative respectively.**

The Committee shall consist of the Officers of the Club, the President **and a maximum of five elected Members** all of whom shall be Full Members of the Club.

Amendment 10

To amend Article 43 by changing **10** to **sixty per cent**

The quorum necessary for the transaction of the business of the Committee shall be **sixty percent**.

Amendment 11

To amend Article 44 by changing the wording from An Officer to **A member of the committee**

A member of the committee shall not vote in respect of any contract in which he is interested or any matter arising thereout, and if he does so vote his vote shall not be counted.

Amendment 12

To amend Article 64 by adding the words **Notice shall be given in hard copy form, in electronic form, or by means of the company website; or partly by one such means and partly by another. If notice is by means of the company website, the company shall notify persons so entitled of the presence of the notice on the website. Such notification shall state that it concerns a notice of a company meeting, and specify the place, date and time of the meeting. The notice shall be available on the company website from the date of notification until the conclusion of the meeting.**

A notice may be given by the Club to any Member entitled to receive a notice and to any person entitled to receive a copy of a notice either personally or by sending it by post to him at his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Club for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the notice, and to have been effected at the expiration of 48 hours after the letter containing the same is posted. **Notice shall be given in hard copy form, in electronic form, or by means of the company website; or partly by one such means and partly by another. If notice is by means of the company website, the company shall notify persons so entitled of the presence of the notice on the website. Such notification shall state that it concerns a notice of a company meeting, and specify the place, date and time of the meeting. The notice shall be available on the company website from the date of notification until the conclusion of the meeting.**