



ROYAL NORWICH

ROYAL NORWICH GOLF CLUB LIMITED

(Company Number: 9983747)

MEMBERS RULES

Definitions

Definitions reflected in these Members Rules are those set out in the Company's Articles, save that:

- **'Captain's Drive-In'** shall mean the date in each year that the Captain's Drive-In event is held (or such other date or dates designated by the Board in its absolute discretion as the date that (i) the terms of office of the incoming Club Captain, Club Vice-Captain, Gentlemen's Captain, Ladies' Captain and/or Senior's Captain shall commence, and (ii) the terms of office of the outgoing Club Captain, Club Vice-Captain, Gentlemen's Captain, Ladies' Captain and/or Senior's Captain shall terminate, in any particular year); and
- **'Eligible Member'** shall mean any Category A Member who is a natural person over 18 years of age and is not a Stables Member.

Section A: Appointment of Captains of Golf

Term of Office and Nomination of Club Captain and Club Vice-Captain

1. The terms of office of the Club Captain and the Club Vice-Captain shall, subject to the discretion of the Board to specify a different term of office, be respectively one year commencing from the date of the Captain's Drive-In in each year.
2. Subject to approval of the Board, the incumbent Club Vice-Captain will be nominated as Club Captain for the forthcoming year.
3. Any Eligible Member who has been a Member for at least two years may nominate, for the position of Club Vice-Captain, an Eligible Member (i) who agrees to be nominated, (ii) who has been a Member for at least two years and (iii) where Royal Norwich Golf Club Limited is their primary club, by sending written notice of such nomination(s) to the Manager by the 30th of September in the year before such appointment to the position of Club Vice-Captain would take effect.
4. The Manager shall pass all nominations received under Rule 3 to the Board.
5. The Board shall consider the nominations placed before them and shall select a nominee to fill the Club Vice-Captain position for the forthcoming year. In arriving at their decision, the Board:
 - 5.1. shall be entitled to consider (or ignore) any matters, facts or circumstances as they in their sole and absolute discretion think fit; and
 - 5.2. shall not be required to give reasons for their decision.

6. In the event that:

- 6.1. no nominations for the positions of Club Vice-Captain are presented to the Manager in accordance with Rule 3, or the Board deem all of the nominees unacceptable;
- 6.2. the incumbent Club Vice-Captain does not wish to be nominated as Club Captain for the forthcoming year (or there is no Club Vice-Captain in office); or
- 6.3. the Board do not approve the nomination of the incumbent Club-Vice Captain as the Club Captain in accordance with Rule 2,

the Board shall be entitled in their absolute discretion to appoint any Eligible Member who agrees to act as Club Vice-Captain or Club Captain (as the case may be) to such role for the forthcoming year.

7. In the event of the death or retirement of the Club Captain during their term of office, the Club Vice-Captain will assume the office of Club Captain until the next Captain's Drive-In. Prior to the date of such Captain's Drive-In, the Board shall either:

- 7.1. confirm such person as the Club Captain for a further one-year term of office; or
- 7.2. appoint such other Eligible Member to the role of Club Captain for the forthcoming year and shall be eligible to offer himself for election as Club Captain at that meeting.

Vice-Club Captain's Option

8. The incumbent Club Vice-Captain who wishes to simultaneously undertake the duties of either the Gentlemen's, Ladies or Seniors Captain in tandem with their term of office as Club Captain shall send written notice of their intention to do so to the Manager before the 30th of September of the year prior to which the appointment to that position is to take effect.
9. If they so elect, no separate nomination for the relevant post of Gentlemen's, Ladies' or Senior's Captain as provided for in Rule 11 shall be required before such person's candidacy for the role of Gentlemen's, Ladies' or Senior's Captain is considered by the Board in accordance with Rule 13, but for the avoidance of doubt, the Board shall not be obliged to select such person to fulfil the role of Gentlemen's, Ladies' or Senior's Captain (as the case may be).

Term of office and Nomination of Gentlemen's Captain, Ladies' Captain and Senior's Captain

10. The term of office of the:-

- 10.1. Gentlemen's Captain;
- 10.2. Ladies' Captain; and
- 10.3. Senior's Captain,

shall, subject to the discretion of the Board to specify a different term of office, be one year, commencing from the date of the Captain's Drive-In in each year (prior to which they shall be known as Gentlemen's, Ladies' or Senior's Captain Elect) but nothing in this provision shall prevent a person filling such roles from being nominated for a position of Gentlemen's, Ladies' or Senior's Captain in a subsequent year.

11. Any Eligible Member, regardless of gender, who has been a Member for at least two years may nominate for any one or more of the positions of:-

- 11.1. Gentlemen's Captain;
- 11.2. Ladies' Captain; and

11.3. Senior's Captain,

an Eligible Member (i) who agrees to be nominated, (ii) who has been a Member for at least two years and (iii) where Royal Norwich Golf Club Limited is their primary club, by sending written notice of such nomination(s) to the Manager by the 30th of September of the year prior to which the appointment to that position is to take effect. To be eligible to stand as the Senior's Captain the nominee must be aged 55 or over on the 1st of March of the year in which their appointment would take effect.

12. The Manager shall present all nominations received under Rule 11, and notifications received under Rule 8, to the Board.
13. The Board shall consider the nominations and notifications placed before them and shall select persons to fill the Gentlemen's Captain, Ladies' Captain and Senior's Captain positions for the forthcoming year. In arriving at their decisions, the Board:
 - 13.1. shall be entitled to consider (or ignore) any matters, facts or circumstances as they in their sole and absolute discretion think fit; and
 - 13.2. shall not be required to give reasons for their decisions.
14. In the event that no nominations (or notifications) for all or any of the positions of Gentlemen's Captain, Ladies' Captain and Senior's Captain are presented to the Manager in accordance with Rules 8 and 11, or the Board deem all of the nominees for a particular role unacceptable, the Board shall be entitled to appoint any Eligible Member who agrees to act as Gentlemen's Captain, Ladies' Captain and Senior's Captain (as the case may be) to such role for the forthcoming year, or alternatively decide that such position is not required for the forthcoming year and shall remain unfilled.
15. In the event of the death or retirement of the Gentlemen's, Ladies', or Senior's Captains during their term of office, the Board may co-opt a Member to fulfil that role until the next Captain's Drive-In. For the avoidance of doubt, such Member shall be eligible to be nominated as Gentlemen's, Ladies', or Senior's Captain in subsequent years.
16. Nothing in these Rules shall prevent the Gentlemen's Captain, the Ladies' Captain or the Senior's Captain simultaneously undertaking the role of Club Captain or Club Vice-Captain.

Members' Committee

17. The Members' Committee shall comprise the:-
 - 28.2. Club Captain (who shall chair the committee);
 - 28.3. Club Vice-Captain;
 - 28.4. Gentlemen's Captain;
 - 28.5. Ladies' Captain;
 - 28.6. Senior's Captain;
 - 28.7. Golf/Handicap Secretary;
 - 28.8. Junior Organiser for Members under the age of 18, and

such further and additional Eligible Members and/or Captains (if any) as the Board may in its absolute discretion from time to time add or remove as members of the Members' Committee.

18. In view of the Club's obligations under the relevant child protection legislation, the Board will assume responsibility for, and shall be entitled at any time to appoint or remove, a Junior Organiser for Members under the age of 18.

Section B: Joining Fees and Subscriptions

19. Subject to Rule 20, subscriptions shall become due and payable in advance on the anniversary of their subscription when each Member is invited to renew their membership.
20. The Board may in their absolute discretion provide either generally or in regard to a particular Member(s) for payment of subscriptions by instalments.
21. Subject to any contrary provision in the Articles or these Rules or where the Board in their absolute discretion resolve otherwise, a joining fee, to be determined by the Board, shall be payable by all Playing Members.
22. If a Member, on attaining the age of 18, is elected to a senior category of membership and elects to become a Playing Member he shall pay the approved joining fee ruling at that time, less 1/6th for each year that they have been a Member of the Club.
23. When a Stables Member, who has previously been a Playing Member, applies and is re-elected to a playing membership, the Board shall have the discretion to waive the joining fee.
24. When an ex Playing Member, having resigned in accordance with the Articles, wishes to re-join they shall complete an application for membership in accordance with the Articles and shall pay the annual subscription in force at the time of re-election calculated in accordance with Rule 26. Where that Member wishes to re-join as a Playing Member, the Board shall have the discretion to waive the joining fee and in its place charge that Member the difference if any and if greater between the joining fee originally paid by them and that is in force at the time of their re-election.
25. Joining fees and subscriptions are to be paid to the Club, and a Member, on paying their joining fee and subscription or such other part thereof as shall be fixed by the Board, shall be considered thereby to have submitted to the Articles and the Rules, both as to the restrictions enjoyed and the penalties imposed, and on such condition alone are they entitled to enjoy all the advantages and privileges of the Club. Playing Member rights will only apply when the joining fee in force at the time of joining or transfer of category has been paid in full or, if the Member has entered into a contractual settlement arrangement with the Club, payments under that arrangement are up to date.
26. Subscriptions of new Members (other than calendar subscriptions) shall begin from the date of their admission to membership and shall be calculated proportionally on a daily basis to the 30th April next following the date of their admission as a Member.
27. If monies due in respect of subscriptions (including calendar subscriptions) are not received within 15 days of the date of admission or if the Member has not entered into a contractual settlement arrangement with the Club within 15 days of the date of admission and/or payments under that arrangement are in arrears, the proposed new Member in question shall not be admitted as a Member and shall not be entitled to the privileges of the Club until they are re-elected.
28. Each Member shall communicate their address or that of their agent from time to time to the Secretary and all notices sent to such address will be considered duly delivered.
29. The Board may agree to a variation to the subscription payable in respect of any category of membership as they see fit. All Members benefiting from such variation will be entitled to use all the amenities of the Club pertaining to their membership category.
30. Joining fees and subscriptions are to be paid to the Club or to the credit of the Club at such bank as the Board may from time to time decide.

31. Members whose due subscriptions are in arrears or who have not entered into a contractual settlement arrangement with the Club or have entered into such contractual settlement agreement but payments under that arrangement are in arrears on 1st May will not be able to play the Course or use the Club's facilities until their subscription is paid or a contractual settlement agreement completed and/or is not in arrears. Members whose due subscriptions are in arrears on the 1st of June each year will forfeit their membership.
32. No Member shall be entitled to a refund of annual subscription or any other compensation in the event of the closure of the Course or clubhouse.