DURHAM COUNTY GOLF UNION Ltd

RULES

1. These **Rules** have been prepared to support the delivery of the business of Durham County Golf Union Ltd, a new legal entity following Incorporation on 29 April 2026.

2. The Objects of the Durham County Golf Union Ltd are as set out in the Company's Articles of Association.

3. The **Members** of Durham County Golf Union Ltd are as defined in the Company's Articles of Association.

4. The **business** of Durham County Golf Union Ltd will be conducted through six volunteer Directors (the Board) who will be formally elected at an Annual General meeting of the Company for the designated period of office, as set out in the Articles of Association of the Company.

5. The initial board of directors for the first year will in the first instance be comprised of members of the existing Executive. With two directors appointed for a three-year term, two directors appointed for a two-year term and two directors appointed for single term.

   Thereafter as laid down in the company's articles one third of the board will retire at the next annual general meeting but shall be able to stand for re-election to the board.

6. The Directors will all be allocated a **Lead Responsibility** for aspects of the business and will be expected to Chair the Committee they are allocated to deliver this part of the Company's business.

7. Minutes of the proceedings of the Board and the various Committees will be recorded by and retained by the Company Secretary.

8. In collaboration with the Director responsible for the finances of the Company, the following will be produced.

   - Management accounts for the Board
   - Year-end accounts (up to 31st October each year) will be for the Annual General Meeting (examined and signed by the independent accountants.
   - Submission of the Confirmation Statement to Companies House within the required time.

9. The Board has the following Powers:

    1. To employ members of staff to facilitate and assist in the delivery of the Company's objectives and business arrangements. The terms of such appointments will comply with current Human Resources' "best practice."
    2. To secure compliance with the Company's rules, policies, governance arrangements and other Regulations as may, from time to time, be amended.
    3. To deal with any breach of the arrangements in (2) above in accordance with the Company's Complaints and Disciplinary arrangements, which includes Sanctions being applied, if a breach of these components has been proven.
    4. Recruit non-elected volunteers to assist in the various sections.

10. The Board will be collectively responsible for ensuring that all appropriate corporate governance arrangements are:

    a) In place
    b) Are regularly reviewed considering changing legislation.
    c) Able to mitigate risks to the Company and the delivery of its business through insurance policy being in place.

11. The **Chair of the Board** will be elected from the designated Directors as set out in the Articles of Association.

12. The role of **President** will be assigned to a person who has demonstrated commitment to supporting the delivery of amateur golf across the area that comprises the Company. The assignation will be confirmed at the Annual General Meeting. The term of office as **President will be for two years only.**

    A small "nominations' group" comprising of the incoming President and up to five Past Presidents will determine who will be offered the post of **President elect for two years** and then President for two years. The nomination will take place in the third quarter before the start of the new president's term. Which will require the successful individual to attend county events as the "*figurehead*" for local amateur golf.

    This post may be filled by the elected chair or by another person at the discretion of the board.

    If the President is not an elected director, then they will not have "*right of attendance*" at Board meetings but may be invited to attend for specific agenda items at the discretion of the Chair.

13. The **Conduct of Business** of the Board and General Meetings are included in the Company's Articles of Association.

14. **Co-option to an unplanned Director vacancy** – The Boad may fill a director vacancy during any year. Co-option by the Board is limited to up to two (2) positions. At the next Annual General Meeting, these post-holders will retire but may seek formal election through the process set out in the Articles of Association.

15. **Membership arrangements:**

    1. The members of Durham County Golf Union Ltd are a golf club or a golf facility that meets the criterion as laid out in the definitions in the company's articles.
    2. A **member (club or entity),** on joining the company will be required to pay the required affiliation fee for its members.
    3. The Company will set the amount that each member is required to contribute based on the number of members of each member club and the current costs of running the Company's business.
    4. The **annual affiliation fee** shall be due within **60 days** of the member club's membership subscription date. For those clubs that operate a rolling subscription year, an approved date for submitting this annual payment which will be agreed between the Company and the club.
    5. Failure to meet the deadlines for the submission of annual subscriptions will result in the **suspension of the member** from all aspects of the Company's business, including participation in competitions by their members.
    6. Resignations from the Company must be notified by the member, in writing, to the Board no later than 30th September of the year before such an event.
    7. A roll of **members** will be retained by the Company Secretary.
    8. Every **member** will support the delivery of the Company's golfing commitments by:

    a) Making their course available for county events at the reasonable request of the County Secretary.

    b) Providing reciprocal tee times, for the club that is hosting the county event. It is expected that these tee times will be when it would be convenient for members from the host club to access them (i.e. neither early morning nor late afternoon).

16. **Golf Championships and Competitions**

The County Secretary will be responsible for organising/co-ordinating the following events each year.

This list is not exhaustive and may be amended from time to time:

- The County Strokeplay Championship
- The County Match Play Championship
- The Clubs Championship
- The Club Teams Handicap Competition
- The Second Division Individual Championship
- The Third Division Individual Competition
- The Fourth Division Individual Competition
- The Inter-County Foursomes Championship
- The Seniors Championship
- The Boys Championship
- The Boys Under 16 Championship
- The Boys Under 14 Championship
- The Clark Cup Competition
- The Mixed Foursomes Championship

These events will be played in accordance with the R&A Rules of Golf and the Local Rules as determined by both the club on whose course the competition is to be played and those determined by the Competition Committee in respect of playing conditions on the day of the competition.

The Competitions Committee will set entry fees for all competitions.

Entry will be as determined and advertised by the Competitions' Committee and must be accompanied by the appropriate entry fee upon booking.

If on the closing date for entries spaces remain available, late entries may be accepted at the discretion of the Competition Committee.

The Competition Committee reserves the right to refuse entry to its designated competitions.

Any disputes relating to the running of the Company's competitions will be settled by a sub-group of the Competitions' Committee appointed for that purpose. The decision of the subgroup will be final.

Criteria for entry into the above competitions:

a) Each player must be a member of a golf club affiliated to DCGU by virtue of payment of appropriate club subscriptions.

b) The player must hold amateur status as defined by the Royal and Ancient Golf Club of St. Andrews.

c) All due Affiliation Fees liable to the player's Home Club must have been paid.

d) The player must not have taken part in golf championship of another county or have represented another county organisation within the 12 months preceding the date of the event which they wish to enter.

17. **County matches** – dates, times, venues, and teams for these representative county matches will be the responsibility of the Competitions Committee or a designated sub-group.

18. **County Captain**

The nomination is to be made by the sitting President who will present the nomination to the board for approval on an annual basis.

19. **Company Colours**

The Company has as its designated colours maroon, blue and gold.

Clothing worn by Directors and other designated officials shall be of a design approved by the Board.

The "right" to wear the designated clothing shall be made by the Board and may be varied from time to time as determined by changing circumstances.

20. **Trustees**

With Incorporation, there is no further need for Trustees. These arrangements will be deemed to have ceased at the date of Incorporation.

21. **Changes to the Rules**

The Board will be responsible for overseeing any changes to these Rules, which will be by a simple majority of the Directors at a Board meeting.

Any changes to the Rules that require changes to the Company's Articles of Association will be subject to a Special Resolution put to a General Meeting of the Company's members.