

RULES

1. Falmouth Golf Club is the golf course, clubhouse and ancillary facilities at Swanpool Road, Falmouth TR11 5PR ("the Premises"). It is owned by Above The Bay Limited ("the Company") and operated by it under the trade names Falmouth Golf Club and Above the Bay.

2. Membership of Falmouth Golf Club is membership of the unincorporated club of that name ("the Members' Club") based at the Premises. It is available either on acceptance by the Company of application for membership and payment to the Company of the required subscription, joining fee (if any), insurance premium and Golf Union dues or on grant of honorary membership by the Company.

3. Acceptance of application for membership is at the sole discretion of the Company and is without prejudice to the Company's powers of expulsion and suspension under rule 13.

4. The Company provides members of the Club with the use of :

- (a) the golf course and outdoor practice facilities in common with visitors paying green fees to the Company and
- (b) clubhouse facilities and car parking all as described in these Rules.

5. The categories of membership currently are as follows:

Junior: Persons aged 7 to 12, 13-18.

Youth: Persons aged 19 to 21, 22-25.

Full: Full membership.

Country: Persons whose main residence is not in Cornwall.

Overseas: Persons whose employment or business is carried out mainly overseas.

Social: Non-playing members.

Life: Life membership of any of the above categories.

Honorary: The Company may grant honorary membership in any of the above categories any person it considers deserving of such a privilege.

6. Each candidate for membership shall complete and submit an application form and attend an interview with the Golf Professional to establish a satisfactory level of golf, excluding joiners / Juniors who are taking "Get into Golf / Golf Access / or similar programmes who are undertaking coaching. Upon approval by the Company of the application and payment by the candidate of the appropriate subscription and entrance fee (if any) from time to time prescribed by the Company, the candidate shall be automatically elected as a member either unconditionally or subject to conditions that the Company may impose in approving the application.

7. Each member whose subscription has been paid shall be entitled to all the benefits and privileges as prescribed by the Rules as attaching to class of membership to which the candidate has been elected. Each member shall be bound by the Rules and Bye-laws but shall acquire no proprietary right in the golf course, the clubhouse or any property of the Company.

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8.1 Each annual subscription shall become due and payable on the anniversary in each year of the 1st of the month in which the member joined (if they joined before the 16th of that month) or of the 1st of the next month (if they joined after the 15th of that month). The rates of all annual subscriptions shall be set by the Company.

8.2 No subscription refund will be considered under any circumstances.

8.3 A member whose annual subscription is overdue shall not be entitled to the rights and privileges of membership until it has been paid unless otherwise agreed by the Company. The Company may terminate the membership of a member whose annual subscription is more than 14 days overdue and they may be asked to pay a new joining fee.

9. Any member who enters into a finance agreement for payment of their subscription by instalments will be liable to the Company for the outstanding balance should the finance agreement be terminated before all the instalments have been paid in full.

10. A member may resign their membership at any time by letter to the Managing Director of the Company at the Clubhouse.

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11.1 The Company may expel from the Members' Club (or suspend from membership for a specific period) any member whose conduct in the opinion of the Company might be injurious to the character or interests of the Members' Club or of the Company or render them unfit to associate with members of the Members' Club.

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12.1 Before a member is expelled or suspended, the alleged offender's conduct must be inquired into, and the person involved must be given the opportunity to defend themselves and to justify or explain their behaviour. The disciplinary process is outlined within the Company Constitution.

12.2 Having inquired into the events, if the Company is of the opinion that the member is guilty of such conduct as mentioned above and has failed to justify or explain it satisfactorily, the Company may either expel or suspend the offender at its discretion.

12.4 A member expelled forfeits all the privileges or membership without any claim for any refund of subscription or other compensation.

12.5. The Company may from time to time delegate to the Captains' Committee any of the Company's powers relating to membership.

12.6 The Company reserves the right to amend the categories of membership at any time.

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13.1 Entrance to the course is only permitted via the path in front of the Pro-Shop towards the 1st tee and the path behind the Pro-Shop towards the 12th tee. Access to the course or any of the Company's adjoining land is not permitted direct from the coast path or from any adjacent residential property or other adjacent land. Unless otherwise agreed or required by the Company or the Club Professional, holes on the course may only be played in their order as set out on the course card. Tee times must generally be booked online or with the Club Professional but if the Pro-Shop is

closed and it is safe to do so members may play at any un-booked tee time in order of waiting at the 1st tee.

13.2 In playing, members must always have regard to the safety of others. In particular (but not limiting that general rule) members (a) MUST NOT play a shot in bad light or fog such that they cannot see where the ball is intended to stop (b) MUST NOT play a shot in the direction of someone else who is or might be in range of that shot (c) MUST shout "FORE" as appropriate having accidentally hit a shot which looks likely to hit someone else and (d) MUST be aware of the public footpath that crosses the course (from the right of the 15th fairway, in front of the 16th and 8th tees, between the 17th and 3rd fairways partly concealed in a hedge). There is also a footpath for residents crossing the 8th fairway which joins to the footpath running from the 17th Tee across the 8th, 3rd and all the way down crossing the 15th and 16th fairways.

There is also a restriction banning the use of a driver on the 9th Tee for those golfers that can achieve a drive of greater than 175 yards before the ball lands.

13.3 Playing in competitions: Members playing in an official Members' Club competition or match shall have precedence on the course over players not so playing and shall be allowed to go through on the request.

13.4. Practising: Players are NOT allowed to practise on the course and no chipping is allowed on or to the putting green.

13.5 Every member shall be allowed to introduce no more than three guests at any one time to play with the introducer at reduced green fees, subject to availability. The introducer must ensure that such guests comply with the Rules.

13.6. Visitors may play on the course on payment of green fees (including insurance premium) and shall become temporary members of the Club for a period up to midnight on the day. They shall enter their full names and home Club (if any) in the Green Fee book kept in the Pro's Shop for such purpose and will be given a bag tag as a receipt of payment of the green fee. The Company will fix the rate of green fees as it determines for each category of player and may waive or reduce them in individual cases at its discretion and allow its guests to play free of charge except for insurance premium borne by the Company.

13.7 The Company reserves the right to close the course or any part of it on such days and at such times as it deems necessary, giving due notice to members as soon as reasonably practicable.

13.8 The Company requires all members to display valid bag tags when on the course and visitors to have Green Fee receipts visible. A failure to display these will result in the offenders being asked to leave the course by any member of staff / course marshals immediately.

14. The Members' Bar, locker rooms and the adjacent toilets and showers will be open to members and visitors for such hours as the Company shall decide on every day of the year except Christmas Day and any other day if the Company deems it unsafe or impractical to open. Access to the showers and locker rooms will be controlled and limited to members and visiting golfers. At the discretion of the Company the function rooms and other function facilities in the clubhouse may at times be wholly or partly either closed off for private functions, operated as a restaurant or operated as an extension of the Members' Bar.

15. Car parks. The car parks are only available for parking by members and visitors while using the club's facilities and overnight where reasonably necessary following patronage of the bar or

restaurant. Cars must be parked in an orderly way, within white-lined spaces where these are available. Vehicles too wide or too long to fit within a white lined space may only be parked in the untarmacked parking area to the west of the main car park or in the gravelled overflow car park in the field to the east of the new 18th. The Company may put in place parking controls which would require members to provide their vehicle registration numbers. A failure to register a vehicle within the parking system will likely result in a parking fine being levied by the parking control contractor.

16. Any vehicle parked on the Premises, any item left in it and any other item brought to or left on the Premises (including in any locker rented from the Company) is at the risk of its owner in all respects and neither the Company nor the Members' Club will be liable for any theft, loss or damage.

17. All income and expenses of the golf and clubhouse businesses will be for the Company's account except for entry fees to competitions for members organised by the Members' Club or the Golf Professional.

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18.1 No illegal betting or gaming, unruly behaviour, illegal substances, bad language, or other misconduct is permitted on the Premises.

18.2 Junior members may not purchase or consume intoxicating liquor on the Premises.

18.3 Club Books etc: Books, newspapers, and all other printed material in the Clubhouse, which are the property of the Company or the Members' Club, must not be removed or defaced.

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19.1 The Company may from time to time make, vary, or revoke Bye-Laws not inconsistent with these rules for the regulation of the internal affairs of the Members' Club and the conduct of Members.

19.2 The Company may from time to time vary, revoke or add to these Rules in its absolute discretion.

BYE-LAWS

1. The affairs of the Members' Club shall be managed by the Joint Captains' Committee. The Joint Captains' Committee shall exercise the powers given by the Rules and these Bye-laws and such other powers of management as it may from time to time undertake at the request of the Company.
2. The officers of the Joint Captain's Committee shall be a President, Ladies Captain, Men's Captain, two Vice-Captains, Management Representatives, Mixed Captain, Junior Organiser, Golf Professional and such other officers (if any) as the Joint Captains' Committee may decide from time to time.
3. The President shall be elected Bi-annually at the Annual General Meeting of the Members' Club ("AGM") which shall be held each year at the Clubhouse on a day to be appointed by the Joint Captains' Committee. Only Full members shall be allowed to vote in the election of the President..
4. Other general meetings may be held if the Joint Captains' Committee so decides.
5. The Joint Captains' Committee shall give at least 21 days notice in writing of each AGM or other general meeting, specifying the date and time of the meeting and the general matters of the business to be transacted.
6. At the AGM and any other general meeting, the President, or failing them, a Captain, shall preside.
7. The President shall hold office for two years. Each other officer of the Club shall hold office for a term of one year and shall, except for the Captains, be eligible for re-election thereafter. Each ordinary member of the Joint Captains' Committee drawn from the section committees shall be elected for a term of one year.
8. Sections of the members, such as the Men's, Ladies, Mixed, Juniors and the Seniors may, at their discretion, be organised with their own committees and officers to run their own affairs. These committees would then report up through the Joint Captain's Committee.
9. Notices may only be posted on or removed from the Members' Club notice boards by the President, Captains, or Competitions Secretaries for each section.
10. If there is any discrepancy between these Bye-Laws and the Company Constitution, then the terms of the Company Constitution will be deemed to take precedence.