



GOLF SIDE RESIDENTS' ASSOCIATION

CONSTITUTION

1. **Name** - The name of the Association shall be Golf Side Residents' Association (Association)

2. **Objects** - The objects (Objects) for which the Association is established are:
 - To manage, keep, renew, and improve the private roadway known as Golf Side, Cheam, in the County of Surrey, together with the footpaths, borders and curtilage and the protection of the amenity of the neighbourhood thereof, and generally to look after the same for the benefit and in the interests of the frontages thereof for the time being.
 - To repair, maintain and cleanse all parts of the said private roadway, including its gutters, entrance gates, barriers and all drains and sewers which are not for the time being maintained at public expense.
 - To enter into contracts and other instruments whereby the Association may or shall assume obligations of all kinds of or in connection with the maintenance and repair of the said road.
 - To borrow and raise money and to secure or discharge any debt or obligation of or binding on the Association in such manner as the Association shall think fit.
 - To enter into and be party to and accept such covenants and agreements in relation to or in connection with the maintenance, upkeep and use of the said private roadway as the Association may think fit.
 - To enter into contracts and other instruments with other persons appointing such persons its agents or attorneys for the carrying out by the Association of these objects
 - To undertake and do all such other acts and things as are incidental or conducive to the attainment of the above objects or as are calculated to secure the amenities of Golf Side, to preserve its status and character as a private roadway and to enhance the value of the properties having frontages to and served by the said road.

3. **Membership** - Membership of the Association is mandatory and shall be restricted to those persons in whom the freehold or long leasehold interest in the several properties having frontages or flank frontages to Golf Side shall for the time being be vested. ("Member"). Where two or more persons jointly are the owners of one of the properties they shall together constitute one Member. No Member may resign as a Member so long as he shall continue to be vested in an interest as aforesaid, and no Member may sell, transfer or

otherwise dispose of his said interest without holding the person to whom that interest is transferred obliged to become a member of this Association. Subject as aforesaid, a Member shall cease to be such if and when he ceases to be vested in his interest.

4. **Association Management** - The powers of the Association shall be vested in the Association Committee (Committee) who shall be elected by the Members in general meeting and who shall be not less than five and not more than nine in number. No one who is not a Member of the Association shall in any circumstances be eligible to be a member of the Committee. The Members of the Association shall also in General Meeting elect from amongst the Committee the officers of the Association who shall consist of Chairman, Secretary and Treasurer; and the Committee may appoint, from its number, persons to fill such other posts as it sees fit. The Officers shall also be appointed to serve as Directors of Golf Side Ltd and, as such directors, shall follow such, if any, directions as shall be given to them from time to time by the Committee or by the Association in General Meeting. The term of office of any Committee member shall be three years but such member shall be eligible for re-election each year at the Annual General Meeting (AGM).). The Committee shall have power to co-opt Members to fill casual vacancies which may arise from time to time, such persons to serve until the next succeeding AGM.
5. **Management Meetings** - The Committee shall meet at least quarterly, one meeting of which may be held on the same day as the AGM.
6. **Golf Side Limited (“GSL”)** - Is a private company limited by guarantee. It is the legal person which acts in accordance with the instructions of the Association Committee. GSL is empowered to deal with such issues (whether or not of a legal nature) as may be remitted to it by the Association Committee or be otherwise within its powers to deal with, including, without prejudice to the generality of the foregoing, those matters in respect of which it may be appointed an agent or attorney under Clause 8 hereof. Such issues may include, but are not limited to, regulation and enforcement of property rights at Golf Side and its neighbourhood. The Directors of GSL are required to be members of the Association Committee.
7. **Service Charge** - The Committee shall have the power, from time to time, to levy a service charge (“Service Charge”) payable by all Members in order to provide funds for the Association to carry out its duties in accordance with the Objects of the Association.



A Service Charge Remittance Form shall be issued notifying Members of the date ("Issue Date") from which the Service Charge becomes due and payable.

Payment of the Service Charge should, wherever practicable, be made by direct debit.

Payment shall be due within thirty (30) days of the Issue Date. A reminder shall be sent by email twenty-one (21) days after the Issue Date. A final reminder shall be sent by email fifty-one (51) days after the Issue Date.

Any Member who has failed to pay the Service Charge within sixty (60) days of the Issue Date shall be liable to pay interest at the statutory rate.

In exceptional circumstances, the Committee may, in its absolute discretion, agree an appropriate payment plan with a Member.

Any Member who has failed to pay their Service Charge within thirty (30) days of the Issue Date, or who has otherwise failed to comply with their membership obligations, shall not be eligible to serve, or continue to serve, on the Committee, nor to vote at any meeting of the Association.

Where a Member ceases to own a property on Golf Side, no refund shall be payable by the Association in respect of any unused portion of the Service Charge.

8. **Legal** – Subject to the foregoing provisions, the Committee may commence legal proceedings against any Member in order to compel compliance with that Member's obligations under the Constitution or otherwise to seek declaratory relief, injunctive relief, damages, or any other appropriate remedy in respect of actual or anticipated non-performance of such obligations.

For these purposes, the Committee may appoint an agent, attorney, or such other person (including Golf Side Ltd.) as it considers appropriate to recover the Service Charge, interest, and associated costs, and otherwise to enforce Members' obligations and pursue any appropriate relief or damages.

The Members shall jointly and severally indemnify the members of the Committee against any and all costs incurred in contemplation of, or in connection with, such proceedings. The proportionate share of such costs may be added by the Committee to the Service Charge, or levied as an additional Service Charge, and collected in the manner set out in the preceding paragraph.

9. **Bookkeeping** - The Committee shall cause proper books of account to be kept and shall cause to be prepared on 31st March each year, and income and expenditure account and balance sheet for presentation to the Members at the AGM. Such accounts shall be certified by an independent examiner who shall be elected at each AGM and who shall not be one of the Committee

members. The signatories of the bank mandate shall be the Secretary, The Treasurer and the Chairman with any two of these to sign cheques or authorise movement of funds.

10. **AGM** - The Association shall in each year hold a general meeting as the AGM in addition to any other meetings in that year and shall specify the AGM as such in the notices calling it. An AGM must be called with at least Twenty-One (21) days' notice, save that the Committee may shorten the notice period when, in the opinion of the Committee (which Opinion may not be challenged), this is warranted by the circumstances obtaining at the time of calling the Meeting. Members who are unable to attend the AGM but wish to vote, may do so by proxy granted to the Chairman of the Committee or such other person (who need not be a Member) as may be named in the proxy. The Quorum for an AGM is 11 Members present in person or by proxy.
11. **Special General Meetings** – Additionally, the Committee may at its sole discretion convene a Special General Meeting ("SGM"). Additionally, in the event that there shall be submitted to the Committee a requisition signed by a simple majority of the members, which requisition must specify the business sought to be transacted at the Meeting, the Committee must convene a Special General Meeting, notice of which must be sent out within 14 days of the receipt of such requisition. The Notice calling a SGM shall specify the business to be transacted at the Meeting, and it shall not be competent to transact any other business at that Meeting. The Notice shall give at least Twenty-One (21) days' notice of the Meeting. The Committee may shorten the notice period when, in the opinion of the Committee (which Opinion may not be challenged), this is warranted by the circumstances obtaining at the time of calling the Meeting. Members who are unable to attend the SGM but wish to vote, may do so by proxy granted to the Chairman of the Committee or such other person (who need not be a member) as may be named in the proxy. The Quorum for a SGM is 11 members present in person or by proxy.
12. **Rules** -The Committee may promulgate such rules as it may from time to time deem expedient for the management, cleansing, upkeep, renewal, and improvement of Golf Side, (including also the footpaths, borders and curtilage thereof) and the protection of the amenity of the neighbourhood thereof. The Rules shall take effect upon the promulgation or amendment thereof from time to time by the Committee, but shall be subject to approval by a simple majority of the members of the Association at the next succeeding AGM. The terms of those rules shall constitute an obligation of the members, and shall be enforced as hereinbefore provided for.



13. **Amendment** – This Constitution may be amended by a simple majority of the Members voting in person or by proxy voting at an AGM or SGM of the Association

14. **Dissolution** – The Association may be dissolved upon a motion to that effect being passed at an AGM or SGM by a 75% majority of all Members entitled to vote at an AGM or SGM.