

THE COMPANIES ACTS 1908 & 1913 AND THE COMPANIES ACTS 1948 TO 1967.

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

**MEMORANDUM OF ASSOCIATION OF THE WILLESLEY PARK GOLF CLUB
LIMITED**

1. The name of the Company is 'THE WILLESLEY PARK GOLF CLUB LIMITED.'
2. The registered office of the Company will be situated in England.
3. The objects for which the Company is established are:-
 - a) To acquire and take over all or any or any part of the assets and liabilities of the present unincorporated body known as 'The Ashby Golf Club.'
 - b) To promote the game of golf and other athletic sports and pastimes, and to encourage social intercourse between the members of the Company.
 - c) To establish, maintain and conduct a golf club for the accommodation of the members of the Company and their friends, and generally to afford to them all the usual privileges, advantages, conveniences and accommodation of a club.
 - d) To acquire by purchase, lease or otherwise golf links and grounds at Willesley Park or elsewhere in or near Ashby de la Zouch, and to lay out, prepare and maintain the same for golf or other athletic sports or pastimes, and to build or otherwise provide club-houses, dormitories, pavilions, dwelling-houses and bungalows, workshops, stables, sheds, motor houses and other conveniences in connection therewith, and to furnish, alter, enlarge, repair, uphold and maintain' the same, and to permit the same to be used by members and employees of the company and others, either gratuitously or for payment.
 - e) To acquire by purchase, lease or otherwise any lands, buildings, tenements or hereditaments situate contiguous or near to the golf links and grounds, club-house and premises of the Company, and such as may be deemed by the Company likely to advance or benefit either directly or indirectly the interest of the Company.
 - f) To manage, improve, farm, cultivate and maintain all or any part of the lands, buildings, tenements and hereditaments of the Company, and to demise, underlet, exchange, sell or otherwise deal with and dispose of the same, either together or in portions, for such considerations as the Company may think fit, and, in particular, for shares, debentures or securities of any company purchasing the same.
 - g) To purchase, hire, make or provide and maintain all kinds of horses and livestock, motor cars, furniture, plate, linen, glass, books, papers, periodicals, stationery, billiard tables, cards, games, tools, implements, machines, utensils and other things required or which may be conveniently used in connection with the links and grounds, club-house and other premises of the Company by persons frequenting the same, whether members of the Company or not.

h) To buy, prepare, make, supply, sell and deal in all kinds of golf clubs and balls and all apparatus used in connection with the game of golf and other athletic sports and pastimes, and all kinds of intoxicating liquors, provisions and refreshments other than intoxicating liquors required or used by the members of the Company or other persons frequenting the links, grounds, club-house or premises of the Company.

i) To hire and employ all classes of persons considered necessary for the purposes of the Company and to pay to them and to other persons in return for services rendered to the Company salaries, wages, gratuities and pensions.

j) To promote and hold, either alone or jointly with any other association, club or persons, meetings, competitions and matches for the playing of golf or any other athletic sports or pastimes, and to offer, give or contribute towards prizes, medals awards therefore, and to promote, give or support dinners, balls, concerts and other entertainments.

k) To establish, promote or assist in establishing or promoting, and to subscribe to or become a member of any other association or clubs whose objects are similar or in part similar to the objects of the Company, or the establishment or promotion of which may be beneficial to the Company. Provided that no subscription **is** paid to any such other association or club out of the funds of the Company, except bona fide in furtherance of the objects of the Company.

l) To support and subscribe to any charity or public body, and any institution, society or club which may be for the benefit of the Company or its employees or may be connected with Ashby de la Zouch; to give pensions, gratuities, Christmas-boxes or charitable aid to any person who may have served the Company, or to the wife, widow, children or other relatives of such persons; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company.

m) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.

n) To borrow or raise and give security for money by the issue of or upon bonds, debentures, debenture stock, bills of exchange, promissory notes or other obligations or securities of the Company, or by mortgage or charge upon all or any part of the property of the Company.

o) To act as trustee for the members of the Company and as such trustee to receive and hold money in trust for them, and therewith to purchase, hold in trust for and supply to the members of the Company intoxicating liquors, tobacco and other things.

p) To do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

4. The liability of the members is limited.

5. Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding five pence.

THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF WILLESLEY PARK GOLF CLUB LIMITED

PRELIMINARY

1. For the purposes of registration the number of the members of the Company is declared not to exceed 600 exclusive of Honorary Members, but the Directors may from time to time register an increase of members.
2. The subscribers to the Memorandum of Association and such other persons as the Directors shall admit to membership shall be members of the Company and for the avoidance of doubt a reference in these Articles to a “person” means a person of any gender.
3. The Company is established for the purposes expressed in the Memorandum of Association.
4. Every candidate for membership of the Company shall be proposed by one and seconded by another member, both of whom shall have been members for at least three years and to both of whom the candidate shall be personally known. Every such application for membership shall be made in writing, signed by the candidate and his or her proposer and seconder, and shall be in the following form:-

"To the Directors of the Willesley Park Golf Club Limited, Ashby de la Zouch.

I wish to become a member of the Willesley Park Golf Club Limited, and if elected hereby consent to be bound by the Memorandum and Articles of Association and the Bye Laws and Regulations of the Company.

Signature.

Proposed by:

Seconded by:

5. The directors of the Company shall have power to elect as members of the Company upon such terms and subject to such regulations as the Directors may from time to time deem advisable :-

- a) Persons who are visiting or temporarily resident within three miles of Ashby de la Zouch (hereinafter referred to 'Temporary Members') ;
- b) Persons who shall not be entitled to use golf links and grounds, club-house and premises of the Company on any Saturday, Sunday, or Bank Holiday (hereinafter referred to as 'restricted members').
- c) Persons who shall be entitled to use the club-house of the Company in the same manner as any other member may use it, but who shall not be entitled to use the golf links and grounds and other premises of the Company for the playing of golf (hereinafter referred to as 'nonplaying members')
- d) Persons who shall be entitled to use the club-house of the Company in the same manner as any other member may use it but shall only be entitled to use the practice facilities and other premises of the club for the purposes of tuition given by the teaching professional except that they be allowed to play on the golf links under the supervision of the teaching professional. (Such Persons shall hereinafter be referred to as academy members.)
- e) Persons who shall be entitled to use club-house, golf links, grounds and other premises of the Company during their lifetime or other period as the Directors may in their absolute discretion decide upon in the same manner as any other member may use but without payment of any membership subscription (hereinafter referred to as 'honorary members').

6. a) The entrance fees and annual subscriptions, payable by members of the Company shall be such as the Directors shall from time to time prescribe provided that the annual subscription payable by any category of Members in any year shall not be increased by more than fifteen percent of the amount payable in respect of that category of Member for the preceding year. All annual subscriptions shall become due and payable in advance on the 1st day of April in every year.

Members elected into membership during the course of the financial year shall pay a proportion of the annual subscription prescribed by the Directors based upon the number of full months left in the financial year.

6(b) For all purposes all paying members and all junior players shall be categorised as follows:-

CATEGORY A

Persons who have attained the age of 30 years on the 1st of April and reside within a radius of 50 miles of the clubhouse at Willesley Park (hereinafter referred to as “full playing members”).

The limit for Category A shall be 500 +/-7

CATEGORY B

Persons who have attained the age of 18 years but who are under the age of 30 years on the 1st of April and who shall reside within a radius of 50 miles of the clubhouse at Willesley Park (herein after referred to as “Young Players age 18 to 30 years”)

The limit for category B shall be 40 +/-7

The combines total of category A and Category B to be no more than 540 members.

CATEGORY C

Persons who have attained the age of 18 years but reside outside a radius of 50 miles of the clubhouse at Willesley Park.

The limit for Category C shall be 40.

CATEGORY D

Persons who are under the age of 18 years (Junior Players).

The limit for category D shall be children of Category A members plus a further 30 such being aged 12 or over

CATEGORY E

Persons who are non playing members or Academy Members.

There shall be no limit for category E

6 (C) Honorary members shall form CATEGORY F and shall consist of:-

(i) Senior life members : Members who shall not be liable to pay any subscription for the remainder of their lives who have attained the age of 65 years and who have been Category A members for a continuous period of 25 years having joined the company before 1st April 1995.

(ii) Honorary Life Benefactor Members: Members who shall not be liable to pay any subscription for the remainder of their lives and who have been granted free life membership of the Company because of assistance to the Company. No new members shall be admitted to this sub-category.

(iii) The Men’s Captain, Treasurer, Secretary and Ladies Captain who shall pay no subscription during their respective terms of office. Membership of this sub-category shall be limited to four.

(iv) Persons who shall not be liable to pay any subscription for the remainder of their lives by reason of having given long and distinguished service to the Company. The membership of this sub-category shall be limited to five.

(v) Persons who shall not be liable to pay any subscription for the remainder of their lives or such shorter period as the Board may in its absolute discretion decide upon and who shall **be** elected by the Board of Directors for such reasons as they may in their absolute discretion decide upon (notwithstanding the closure or limitation of the sub-categories herein mentioned). Limitation for this category shall be three.

6 (d) Loyalty Scheme members shall form Category G and shall consist of members who have obtained the age of 65 years and have been Category A members for a continuous period of 25 years and who joined the Company after 1st April 1995, who shall pay a reduced subscription for the remainder of their uninterrupted membership. There shall be no limit on this sub-category.

6 (e) The date for ascertainment of the age of any member shall be:-

(i) In the case of an existing member the 1st day of April on which his or her current subscription is due.

(ii) In the case of a person seeking election the 1st day of April preceding his or her election.

6 (f) The Directors shall have power from time to time at their sole discretion to vary the said radius of 50 miles and to lower the aforesaid ages of 17 and 25 respectively.

6 (g) The Directors shall only have power to elect membership in Categories A to C and E to F and to admit persons under Article 10 to Category D in accordance with the limitations stated for each category save that the limit of any category of members shall not be taken to be exceeded only by reason of a member in one category moving to another category save that this proviso shall not apply to:-

(i) The movement from Category C to Category A or B, and

(ii) The movement from Category E to any other Category.

6 (h) Whilst the membership of any category is in excess of the limit imposed thereon by reason of the movement of members from one category to another no person shall be elected to membership of the category where the limit is so exceeded otherwise than by movement from one category to another save as hereinafter mentioned.

Transference from one category to another shall in all cases be subject to the approval of the Directors.

TEMPORARY, RESTRICTED AND NON-PLAYING MEMBERS

Such entrance fees (if any) and annual subscriptions as the Directors may from time to time prescribe.

7. Every candidate for election shall be voted upon by a minimum of nine Directors of the Company, and two negative votes shall exclude. The name, address and description of every candidate, and the name of his or her proposer and seconder shall be sent to the honorary secretary ten days at least, and shall also be posted in a conspicuous place in the club-house of the Company seven days at least before the ballot.

8. When a candidate has been elected, the honorary secretary of the Company shall forthwith send to him or her, at the address given upon his or her application, a request for payment of his or her entrance fee (if any) and first annual subscription. Upon payment his or her entrance fee (if any) and first annual subscription an elected candidate shall become a member of the Company, provided, nevertheless, that if such payment be not made within two calendar months after date of election the Directors of the Company may, in their discretion, cancel such election.

9. Subject to the express provisions of these Articles and to the Memorandum of Association and to any bye laws for the time being in force made by the Directors of the Company hereinafter provided all members of the Company shall be entitled at times to use in common all the premises and property of the Company, and to be supplied, at such charges as the Directors shall from time to time determine, with such meals, refreshments and things as are provided by the Company for the use of its members.

10. The Directors of the Company shall have power to admit any person under eighteen years of age, to use, in common with the members of the Company, all the premises and property of the Company on such terms and conditions as the Directors may from time to time determine, and particularly without the payment of any entrance fee. Until the Company in General Meeting shall otherwise resolve, such person on attaining the age of eighteen years if elected a member of the Company within twelve calendar months thereafter shall only be liable to pay the entrance fee in force at the date of his or her admission to the privileges of membership of the Company as aforesaid. Provided that no member shall be liable to pay any higher entrance fee or annual subscription than the entrance fee or annual subscription in force at the date of his or her election as a member of Company.

11. a) The Directors shall have power to permit persons who are not members of the Company to play over the Company's course and to use the clubhouse on not more than twelve days in every calendar year (or such further number of days as the Directors shall from time to time decide) but without any of the privileges of membership, on payment of such fee and compliance with such conditions (one of which be the signing of a green fee book) as may from time to time be prescribed.

b) In addition to members and their guests the Directors of the Company shall have full power to authorise the admission to the club premises of and the sale of meals, refreshments and intoxicating liquor or any of them (hereinafter called refreshments) to the following categories of persons:-

- i) persons entitled on the day on which such refreshments are sold to play over the Company's course either by reason of payment of the green fee or by reason of permission so to play given by the Directors.
- ii) members of visiting teams, competitions and officials at open meetings and visitors at and participants in exhibition matches .
- iii) persons attending any function organised by the Company at the Company's premises in whatever capacity, and
- iv) caddies and club employees.

12. Any member wishing to resign his or her membership of the Company shall give notice in writing, addressed to the secretary and deposited at the registered office of the Company, before the 31st day of March, of his or her intention so to do, otherwise he or she shall be liable to pay the subscription for the next year.

13. Any member whose annual subscription is unpaid on the 1st day of May or has failed by that date to enter into an agreement with the club to pay the subscription in instalments shall cease ipso facto to be a member of the Company, and shall forfeit all right in and claim upon the Company and its property, but may be reinstated, in the discretion of the Directors on payment of all arrears. Furthermore any member who contracts to pay in instalments and misses 3 payments shall similarly cease to be a member of the company.

14. If any member shall wilfully refuse or neglect to comply with the provisions of the memorandum and Articles or bylaws of the Company, or shall be guilty of any conduct unworthy of a member of a golf club, the Board of Directors may pass a resolution to give notice in writing to the member to suspend the membership of the member for a period not exceeding three weeks from the date of such Resolution (the Temporary Suspension Period). Such notice shall give an outline of the reasons for the suspension of such member and the period of suspension (“the Temporary Suspension Notice”).

Before the expiry of the Temporary Suspension Period the member shall be invited by the Board to a meeting (being given not less than seven days’ notice of such meeting) to submit either orally or in writing any explanation of the events referred to in the Notice as he shall think fit.

Following submission of the explanation referred to above the member shall leave the meeting and the Board of Directors shall continue the meeting and may:-

- (a) Terminate the Temporary Suspension Notice so that the member shall be entitled to full rights of membership from the date of the meeting; or
- (b) Substitute the Temporary Suspension Period with a permanent suspension period for a period not exceeding six months from the date of the meeting; or
- (c) Extend the Temporary Suspension Notice for a further period of four weeks and notify the member in writing that the conduct of the member is considered so serious that the Board of Directors are considering expulsion of the member from the Company (the Expulsion Notice).

If the Board of Directors shall serve an Expulsion Notice on a member, the member shall be invited by the Board of directors to attend a meeting of the Board of Directors (on being given not less than seven days' notice of such meeting) to submit either orally or in writing any further explanation or reiteration of any previous explanation as to the events specified in the Temporary Suspension Notice. After having given such explanation at the meeting of the Board of Directors the member shall leave the Board meeting and at that meeting the Board of Directors may pass a Resolution:-

That no further action be taken; or

- (a) That a permanent suspension period be imposed on the member for a period not exceeding six months from the date of the meeting; or
- (b) Expelling the member from membership of the Company from the date of such meeting.

Any member whose membership is suspended, either temporarily or for a permanent period shall during the period of such suspension remain liable for his or her annual subscription in the normal manner but shall not be admitted to the Club House, the golf course or any other property owned by the Company during such period of suspension save on written invitation from the Board of Directors for the purpose of any of the meetings described above.

15. a) Subject to Article 14 the only members entitled to exercise or receive any rights conferred by Articles 4, 17 to 40 inclusive and 60 shall be those members, , who

- i) are honorary members , or
- ii) are over the age of 24 years on the relevant date and reside within a radius of 50 miles (or such other radius as the Directors may from time to time decide upon) from the club-house and are not temporary, non-playing or restricted members or
- iii) are members falling within Category A

b) The relevant date means the 1st day of April immediately preceding the date on which the member seeks to exercise or receive his or her rights.

GENERAL MEETINGS

16. A General Meeting shall be held once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding General Meeting) and place as may be prescribed by the Company in General meeting, or, in default , at such time in the third month following that in which the anniversary of the Company's incorporation occurs, and at such place as the Directors shall appoint. In default of a General Meeting being so held, a General Meeting shall be held in the month next following, and may be convened by two members in the same manner as nearly as possible as that in which Meetings are to be convened by the Directors.

17. The above-mentioned General Meetings shall be called Ordinary General Meetings; all other General Meetings shall be called Extra-ordinary General Meetings.

18. The Directors may, whenever they think fit, convene an Extra-Ordinary General Meeting, and Extra-Ordinary General Meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by Section 132 of the Companies Act, 1948, hereinafter referred to as 'the Act'. If any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any two members of Company may convene an Extra-Ordinary General Meeting in the same as nearly as possible as that in which Meetings may be convened by Directors.

NOTICE OF GENERAL MEETINGS

19. Subject to the provisions of Section 133(3) of the Act relating to Special Resolutions, twenty-one days' notice at the least (exclusive of the day for which notice is given) specifying the place, the day, and the hour of Meeting and, in case of special business, the general nature of that business shall be given in manner her ' hereinafter mentioned, or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under the regulations of the Company, entitled to receive such notices from Company; but with the consent of all the members entitled to receive notice of some particular Meeting, that Meeting may be convened by such shorter notice and in such manner as those members may think fit.

20. The accidental omission to give notice of a Meeting to, or the non-receipt of notice of a meeting by, any member shall not invalidate the proceedings at any meeting.

PROCEEDING AT GENERAL MEETINGS

21. All business shall be deemed special that is transacted at an Extra-ordinary Meeting, and all that is transacted at an Ordinary Meeting, with the exception of the consideration of the accounts, balance sheets, and the ordinary report of the Directors and Auditors, the election of Directors and other officers in the place of retiring by rotation, and the fixing of the remuneration of the Auditors.

22. 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, twelve members personally present shall be a quorum.

23. If within half an hour from the time appointed for the Meeting a quorum is not present, the Meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting the members present shall be a quorum.

24. The President of the club or failing him the Chairman, if any, of the Board of Directors, shall preside as Chairman at every General Meeting of the Company.

25. If at any Meeting neither the President nor Chairman is present within fifteen minutes after the time appointed for holding the Meeting or is unwilling to act as Chairman, the members present shall choose someone of their number to be Chairman.

26. The Chairman may, with the consent of any Meeting at which a quorum is present (and shall if so directed by the Meeting) adjourn the Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place. When a Meeting is adjourned for ten days or more, notice of the adjourned Meeting shall be given as in the case of an original Meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned Meeting.

27. At any General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least one-third of the members present in person entitled to vote and unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book of the proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

28. If a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded.

29. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the Meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

30. A poll demanded on the election of a Chairman or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the Meeting directs.

31. Every member shall have one vote, and no more. No members shall be entitled to vote at any meeting held after the 1st day of May in any year, unless all moneys then due from him or her to the Company have been paid.

32. On a poll votes may be given either personally or by proxy. A proxy shall be appointed under the hand of the Appointer. No person shall act as a proxy for more than one member. No person shall act as proxy unless he or she is entitled to vote at the Meeting at which the vote by proxy is to be used. The instrument appointing him or her shall be deposited at the registered office of the Company not less than 48 hours before the time of holding the Meeting at which he or she proposes to vote.

33. An instrument appointing a proxy shall be in the following form, or any other form for the time being sanctioned by the Company and obtainable from the Secretary of the Company.

“I.....of.....

in the county ofbeing a member of the
..... Company Limited, hereby
appointof
..... as my proxy to vote for me
and on my behalf at the (Ordinary or Extra-Ordinary as the case may be) General Meeting of
the Company to be held on theday of
..... and at any adjournment thereof.”

Signed thisday of

34. The Directors of the Company shall be the President, Captains and nine other members elected as herein provided.

35.1 The Officers of the Company shall consist of a President, a Men’s Captain, (“Men’s Captain”), Ladies Captain (“Ladies Captain”) a Treasurer and a Secretary. The Treasurer and Secretary shall be appointed by the Directors. No officer or director of the Company other than the Secretary and the Treasurer shall receive any remuneration for their services.

35.2 The Vice Captains shall not be Officers of the Company but shall both at the invitation of the Directors attend meetings of the Directors but shall not have any vote at such meetings or subcommittee meetings.

36. The nine Directors to be elected shall be elected by the Company in General Meeting as hereinafter mentioned.

37. At every Annual General Meeting the President, the Men’s Captain and the Ladies Captain and three Directors shall retire from office. The Directors shall retire in order of seniority. But, subject however to the provisions of Article 30, any director shall be eligible for office for a subsequent term of three years but then must retire for one year before seeking re-election at any subsequent General Meeting. Provided, nevertheless, that nothing herein contained shall be deemed to prevent a retiring Director from being immediately elected as a Captain and becoming a Director by virtue of such office.

38.1 The election of the President, the Vice Captains and the nine other Directors of the Company shall take place in the following manner:-

a) Any members of the Company may be nominated as President or Vice Captains or Director of the Company provided he/she is proposed by one member and seconded by another provided that no person may be proposed as a director of the Company unless he or she will at the date of the Annual General Meeting at which he/she is to be proposed as director have been at some time a Category A member for a period of three years.

b) The name of each member so nominated, together with the office for which he is nominated and the names of his proposer and seconder, shall be sent in writing to the honorary secretary of the Company at least fourteen days before the Annual General Meeting.

c) A list of the candidates named in alphabetical order, with the proposer's and seconder's names, shall be posted in a conspicuous place in the club-house of the Company for at least seven days immediately preceding the Annual General Meeting.

d) Balloting lists shall be prepared (if necessary) containing the names of the candidates only, in alphabetical order, and each member present at the Annual General Meeting shall be entitled to vote for any number of such candidates not exceeding the number of vacancies.

e) In case there shall not be a sufficient number of candidates nominated the Directors at their first subsequent Meeting shall fill up the remaining vacancy or vacancies.

f) If two or more candidates obtain an equal number of votes another ballot shall if necessary be taken in respect of such candidates. If two or more candidates again obtain an equal number of votes, the Chairman of the Meeting shall select by lot from such candidates the candidate or candidates who is or are to be elected.

38.2. At each Annual General Meeting the Vice Captains shall without further vote or proposal be selected as the Men's Captain/Ladies Captain as the case may be unless any Vice Captain shall be unavailable for selection as the relevant Captain for any reason in which case the election of the Captain shall take place in the same manner as the election of the Vice Captain referred to in article 38.1

39. All casual vacancies (means the death or resignation during term of tenure) arising for the office of President, Captains or Director of the Company shall be filled by the Directors from the members of the Company. Any member so chosen shall retire at the next Annual General Meeting. The President or Captains so retiring shall be eligible for re-election at such Annual General Meeting and any Director so retiring shall (notwithstanding the provisions of Article 38) be eligible for election as a Director at such Annual General Meeting in the same way as if he had not filled the vacancy. Provided that in order not to upset the rotation of retirement of Directors the additional vacancy created among the Directors by such retirement shall be filled by that candidate amongst those elected to fill the vacancies who obtains the smallest number of votes and shall hold such office only for the period during which the original holder would have held office if such casual vacancy had not occurred. And on the expiration thereof shall not be eligible to hold the office of Director for the year following such retirement.

POWER AND DUTIES OF DIRECTORS

40. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in setting up and registering the Company, and may exercise all such powers of the Company as are not, by the Act, or by these Articles required to be exercised the Company in General Meeting, subject nevertheless to any regulation of these Articles, to the provisions of the Act, and to such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

41. The Directors shall cause minutes to be made in books provided for the purpose-

a) of all appointment of officers made by the Directors,

- b) of the names of the Directors present at each meeting of the Directors and of any Committee of the Directors,
- c) of all resolutions and proceedings at all Meetings of the Company, and of the Directors, and of Committees of Directors.

42. That the Directors shall not enter into any contract for the purchase of any property or goods, nor shall they enter into any project, enterprise or arrangement if so doing is likely to involve expenditure in excess of that authorised by the Members in General meeting from time to time, save that the Directors may without prior authority of the Members of the Club in General Meeting enter into negotiations (but not a commitment) for the purchase of land/property for any sum.

THE SEAL

43. The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors, and in the presence of a Director and of the Secretary or such other person as the Directors may appoint for the purpose; and that Director and the Secretary or other persons as aforesaid shall sign every instrument to which the Seal of the Company is so affixed in their presence.

DISQUALIFICATIONS OF DIRECTORS

44. The office of Director shall be vacated if the Director -

- a) without the consent of the Company in General Meeting hold any other office of profit under the Company; or
- b) becomes bankrupt; or
- c) becomes prohibited from being a Director by reason of any order made under Sections 187 or 188 of the Act; or
- d) is found lunatic or becomes of unsound mind; or
- e) resigns office by notice in writing to the Company;
- f) is directly or indirectly interested in any contract with the Company and fails to declare the nature of such interest in manner required by Section 149 of the Act.
- g) is absent from the Meetings of Directors for a period of six calendar months without the approval of the other Directors.

A Director shall not vote in respect of any contract in which he or she is interested or any matter arising thereout, and if he or she does so vote such vote shall not be counted.

PROCEEDINGS OF DIRECTORS

45. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings, as they think fit. Questions arising at any Meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director, shall, at any time summon a Meeting of the Directors

46. The quorum necessary for the transactions of the business of the Directors may be fixed by the Directors, and unless so fixed shall, when the number of Directors exceed three, be three and shall, when the number of Directors does not exceed three, be two.

47. The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to the regulations of the Company as the necessary quorum of Directors the continuing Directors may act for the purpose of increasing the number of Directors to that number or of summoning a General Meeting of the Company, but for no other purpose.

48. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office; but, if no such Chairman is elected, or if at any Meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the Meeting.

49. The Directors may delegate any of their powers to Committees consisting of such members or members of the Company as they think fit; and Committee so formed shall, in the exercise the power so delegated, conform to any regulations that may be imposed on them by the Directors.

50. A Committee may elect a Chairman of its Meetings; if no such Chairman is elected, or if at any Meeting the Chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairman of the Meeting.

51. A Committee may meet and adjourn as it thinks proper. Questions arising at any Meeting shall be determined by a majority of votes of the members present, and in case of an equality of votes the Chairman shall have a second or casting vote.

52. All acts done by any Meeting of the Directors or of a Committee appointed by the Directors, or by any person acting as a Director, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

ACCOUNTS

53. The Directors shall cause proper books of account to be kept with respect to : -

All sums of money received and expended by the Company and the matter in respect of which the receipt and expenditure takes place; All sales and purchases of goods by the Company; and, The assets and liabilities of the Company.

54. The books of account shall be kept at the registered office of the Company, or at such other place or places as the Directors think fit, and shall always be open to the inspection of Directors.
55. The Directors shall from time to time decide whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in General Meeting.
56. The Directors shall from time to time in accordance with Section 123 of the Act, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts balance sheets and reports as are referred to in that section.
57. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting together with a copy of the Auditors report shall not less than seven days before the date of the Meeting be sent to all persons entitled to receive notice of General Meetings of the Company.

AUDIT

58. Auditors shall be appointed and their ties regulated in accordance with Sections 132, 133 and 134 of the Act.

NOTICES

59. A notice may be given by the Company to a member either personally or by sending it by post to the member's registered address, or (if they have no registered address within the United Kingdom), to the address, if any, within the United Kingdom supplied by the member to the Company for the giving of notices to members.

Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, paying, and posting a letter containing the notice and to have been effected at the expiration of 24 hours after the letter containing the same was posted.

60. Notice of every General Meeting be given in same manner hereinbefore authorised to every member except those members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them. No other persons be entitled to receive notice of General Meeting.

WINDING UP

- 61 Any profits of the Company shall not be distributed to the Members otherwise than on a winding up or dissolution of the Company.

62. On a winding up of the Company any assets remaining after satisfaction or payment of the debts and liabilities of the Company shall be distributed equally amongst the members of the Company.

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