

The Companies Acts 1985 to 2006

Company Limited by Shares

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Articles of Association  
of  
The Blyth Golf Club Limited  
Company Registration Number 00096979

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### Index to Articles of Association of Blyth Golf Club Limited

INTERPRETATION.....	1
1. Defined terms .....	1
OBJECTS AND POWERS.....	1
2. Objects .....	1
3. Powers .....	1
LIMITATION ON PRIVATE BENEFITS.....	3
4. Limitation on private benefits.....	3
LIMITATION OF LIABILITY .....	4
5. Liability of members.....	4
6. Admission of members .....	4
7. Termination of Membership .....	6
8. Guests.....	7
9. Presidents and Vice Presidents .....	7
SHARES .....	7
10. Share Capital.....	7
11. Share Certificates.....	7
12. Transmission of Shares on ceasing to be a member or death .....	7
13. Transfer of Shares.....	8
14. Purchase of own shares .....	8
15. Shares issued with different rights .....	9
DIRECTORS .....	9
<i>DIRECTORS' POWERS AND RESPONSIBILITIES</i> .....	9
16. <b>Directors' general authority</b> .....	9
BOARD OF DIRECTORS.....	9
17. Number and Election of Directors.....	9
18. Automatic retirement of Directors .....	10
19. Conditions of appointment.....	10
20. Vacancies .....	11
21. Disqualification and removal of Directors.....	11
22. Directors may delegate .....	11
23. Committees .....	12
24. Delegation of day to day management powers .....	12
25. Bye-Laws.....	13
DECISION-MAKING BY DIRECTORS.....	13
26. Directors to take decisions collectively.....	13
27. <b>Calling a Directors' meeting</b> .....	13
28. <b>Participation in Directors' meetings</b> .....	14
29. <b>Quorum for Directors' meetings</b> .....	14
30. <b>Chairing of Directors' meetings</b> .....	14
31. Casting vote .....	15
32. Unanimous decisions without a meeting .....	15
33. Director interests and management of conflicts of interest .....	15
34. <b>Register of Directors' interests</b> .....	16

35. Validity of Director actions .....	16
36. Indemnity.....	16
ORGANISATION OF GENERAL MEETINGS .....	17
37. Annual general meetings .....	17
38. Other general meetings.....	17
39. Notice.....	17
40. Quorum for general meetings .....	18
41. Chairing general meetings .....	18
42. Attendance and speaking by non-Shareholder Members .....	18
43. Adjournment .....	18
VOTING AT GENERAL MEETINGS.....	19
44. Voting: general .....	19
45. Votes.....	19
46. Errors and disputes.....	20
47. Poll votes .....	20
48. Procedure on a poll .....	21
49. Proxies .....	21
50. Delivery of Proxy Notices .....	22
51. Amendments to resolutions.....	23
WRITTEN RESOLUTIONS.....	24
52. Written resolutions .....	24
ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS .....	24
53. Communications by the Club .....	24
54. Communications to the Club .....	26
55. Irregularities.....	26
56. Minutes.....	26
57. Records and accounts .....	26
WINDING UP .....	27
58. Winding up .....	27
SCHEDULE.....	28
Defined terms .....	28

The Companies Acts 1985 to 2006  
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Articles of Association of Blyth Golf Club Limited

**INTERPRETATION**

**1. Defined terms**

- 1.1 The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.
- 1.2 The model Articles for a private company limited by shares shall not apply to and are expressly excluded from these Articles except where they are expressly included.

**OBJECTS AND POWERS**

**2. Objects**

The objects of the Club are:

To promote the amateur sport of Golf at or near Blyth, in the County of Northumberland (and/or any other sports, as agreed by the Directors, which may be promoted by a Community Amateur Sports Club) and community participation in the same.

**3. Powers**

To further its objects the Club may:

- 3.1 provide, develop and maintain a golf course at or near Blyth and enter into any agreements necessary for such acquisition and development;
- 3.2 provide and maintain Club premises at or near Blyth;
- 3.3 hold, conduct, promote or arrange matches, competitions and tournaments;
- 3.4 sell or supply food and/or drink and provide other activities as a social adjunct to the sporting purposes of the Club;
- 3.5 provide the ordinary benefits of a community amateur sports club as set out in the Corporation Tax Act 2010 Part 13 Chapter 9;
- 3.6 subscribe to become a member of and co-operate with any other associations, whether incorporated or not, whose objects are similar in whole or in part to those of this Club;
- 3.7 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;

- 3.8 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Directors think fit;
- 3.9 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation;
- 3.10 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.11 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.12 accept (or disclaim) gifts of money and any other property;
- 3.13 raise funds for the activities of the Club by way of membership subscriptions, entrance fees, match fees, donations, by obtaining sponsorship or otherwise;
- 3.14 incorporate and acquire subsidiary companies to carry on any trade;
- 3.15 subject to Article 4 (limitation on private benefits) where appropriate:
  - 3.15.1 engage and pay employees, consultants and professional or other advisers; and
  - 3.15.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3.16 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property in pursuance of the Club's objects;
- 3.17 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Club's objects);
- 3.18 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.19 enter into any arrangement with any authorities, municipal, local or otherwise, that may seem conducive to the Club's objects and to obtain from any such authority rights, privileges, and concessions which the Club may deem it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;

- 3.20 insure the property of the Club against any foreseeable risk and take out other insurance policies as are considered necessary by the Directors to protect the Club;
- 3.21 provide indemnity insurance to cover the liability of the Directors for any act or default in relation to the Club; and
- 3.22 do all such other lawful things as may further the Club's Objects.

#### LIMITATION ON PRIVATE BENEFITS

#### 4. Limitation on private benefits

The income and property of the Club shall be applied solely towards the promotion of its objects.

##### Permitted benefits to members

- 4.1 No part of the income and property of the Club may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Club or third parties other than registered community amateur sports clubs or charities. This shall not prevent the Club from:
  - 4.1.1 providing members with the ordinary benefits of an amateur sports club as set out in the Corporation Tax Act 2010 Part 13 Chapter 9 including, without limitation, sporting and related social facilities, sporting equipment, the provision of suitably qualified coaches, coaching courses, insurance, medical treatment and post-match refreshments;
  - 4.1.2 paying reasonable and proper remuneration to members or Directors (though not for playing) for providing goods and/or services (including services under a contract of employment);
  - 4.1.3 paying for reasonable hospitality for visiting teams and guests;
  - 4.1.4 paying reasonable and proper out of pocket expenses to any Director, committee or sub-committee member;
  - 4.1.5 paying interest at a reasonable and proper rate on money lent by any member or Director to the Club; and
  - 4.1.6 paying any reasonable and proper rent for premises let by any member or Director to the Club.
  - 4.1.7 indemnifying the Directors acting properly in the course of the running of the Club against any liability incurred in the course of the proper running of the Club and paying reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.21.

## LIMITATION OF LIABILITY

### 5. Liability of members

The liability of the members is limited to the amount if any unpaid on their shares.

## MEMBERSHIP

### 6. Admission of members

6.1 The subscribers to the Memorandum of Association of the Club and such other persons as are admitted to membership by the Board in accordance with these Articles, shall be members of the Club.

6.2 No person shall become a member of the Club unless:

6.2.1 that person has completed an application for membership in a form approved by the Board; and

6.2.2 the Board has approved the application.

6.3 For the avoidance of doubt membership is open to all without discrimination and may only be refused where admission to membership would be contrary to the best interests of the sport or the good conduct and interests of the Club and no person shall be denied membership of the Club on the grounds of race, ethnic origin, creed, colour, age, disability, sex, occupation, sexual orientation, religion, or political or other beliefs. A person may appeal against such decision by notifying the Directors who shall put the matter to a general meeting for it to be decided by a majority vote of the members present and voting at such a meeting.

6.4 Every Full Member shall be invited to be a Shareholder. Every Life Member and Lifetime Member shall (when invited to such membership, if they are not already a Shareholder) be invited to be a Shareholder. The Directors shall arrange for one share to be issued or transferred to any Full Member, Life Member or Lifetime Member who consents in writing to be a Shareholder.

6.5 Shareholders shall have all the statutory rights afforded to them under the Companies Acts, including the rights to attend and vote at general meetings of the Club. For the avoidance of doubt, members other than Shareholders do not have rights to attend and vote at general meetings or any other statutory rights under the Companies Acts but otherwise have all the privileges of the Club applicable to their category of membership.

6.6 On admission to the Club the Business Manager shall notify the member in Writing confirming whether he or she is a Shareholder and requesting that he or she pay the entrance fee (if any) and subscription due.

6.7 A person shall not be entitled to any privileges of the Club (including, in respect of Shareholders, voting rights) until two days have passed since his or her application for membership was submitted, whether or not he or she is admitted as a member before those two days have lapsed.

- 6.8 The Club in general meeting may from time to time fix the level of entrance fees and annual subscriptions of Full Membership, save and accept that the Directors may, at their absolute discretion, increase the subscriptions payable annually by all classes of membership, by the greater of the increase of 1.5% or the Consumer Price Index to a maximum of 4%. The Consumer Price Index rate shall be determined based on the average annual change in the index for the period April to March, immediately preceding the date on which the subscription is due. The Directors shall decide the level of entrance fees, annual subscriptions and benefits for all other classes of membership and may, at their discretion, alter these at any time. Dates for payment of subscriptions shall be determined by the Directors and set out in Bye Laws made under Article 25. No member shall be entitled to any privileges of the Club or to play in the Club competitions unless their subscription is paid up in part or in full as applicable.
- 6.9 The categories of membership shall be as follows:
- 6.9.1 Full Membership shall be open to any person admitted in accordance with the Articles.
  - 6.9.2 Associate Membership shall be open to persons aged between 18 and 21 on June 1st in any year.
  - 6.9.3 Junior Membership shall be open to any person who has not reached the age of 18 years on June 1st in any year.
  - 6.9.4 Senior Membership shall be open to any person who has reached the age of 65 on June 1st in the year the subscription is due and has been a member for ten years or other period set by the Directors.
  - 6.9.5 Temporary Membership may be offered to guests in accordance with Article 8. Temporary Members may be permitted to play golf for a day or a half-day.
  - 6.9.6 Social Membership shall be open to individuals who are aged eighteen years or over who do not play golf but may enjoy the facilities of the clubhouse provided that less than half the total membership of the Club are Social Members.
  - 6.9.7 Honorary Membership may be granted at the discretion of the Directors in accordance with Article 6.9.10.
  - 6.9.8 Lifetime Membership shall be open to any person who pays the appropriate one-off payment to become a member of the Club for the rest of his or her life.
  - 6.9.9 Life Membership may be granted in accordance with Article 6.9.11.
  - 6.9.10 Any persons may, at the discretion of the Directors, be appointed Honorary Members. Honorary Members shall have all the privileges of the Club, except that they shall have no voice in its management, neither shall they, without the express consent of the Directors, play in



any of the Club competitions. Honorary Members shall be exempt from membership fees and subscriptions but otherwise shall be subject to all the rules and regulations of the Club for the time being in force.

6.9.11 The Directors may from time to time propose a member to be elected to receive Life Membership at a General Meeting. A person so nominated must have given proven outstanding service to the Club and Life Membership should not be given lightly. Life Membership means that for the remainder of his/her life he/she continues to be a member of the Club and Life Membership can only be removed at a General Meeting by special resolution.

6.9.12 Subject to Article 6.9.13 the Directors may establish such other categories of membership without Shareholder rights as they think fit.

6.9.13 The Directors may not create different classes of members with different rights within the meaning of those parts of the Companies Acts which deal with class rights.

6.10 The names of the Shareholders must be entered into the statutory members' register for the purpose of the Companies Acts.

## 7. Termination of Membership

7.1 Membership shall not be transferable and shall cease on death.

7.2 A member shall cease to be a member:

7.2.1 on the expiry of at least seven Clear Days' notice given by the member to the Club of his, her or its intention to withdraw;

7.2.2 if any subscription or other sum payable by the member to the Club is not paid on the due date and remains unpaid at the end of the period of two calendar months beginning with the due date. The Directors may re-admit to membership any person who ceases to be a member on this ground on him or her paying such reasonable sum as the Directors may determine; or

7.2.3 if, at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed resolving that the member be expelled on the ground that his, her or its continued membership is harmful to or is likely to become harmful to the interests of the Club. Such a resolution may not be passed unless the member has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Directors. Appeal against removal may be made to the Shareholders. A member expelled by such a resolution shall nevertheless remain liable to pay to the Club any subscription or other sum owed by him or her.

7.3 On ceasing to be a member a Shareholder share shall be transferred in accordance with Article 12.

8. Guests

Every Full Member of the Club shall be entitled to introduce guests as Temporary Members of the Club without payment unless they play golf, when the usual green fee shall be paid. No guest may be invited more than twelve times per year by any one Full Member. The number of guests that a Full Member may introduce shall be set from time to time by the Directors.

9. Presidents and Vice Presidents

9.1 At the annual general meeting the Club may elect a President and such number of Vice Presidents as the Club shall determine. Presidents and Vice Presidents must be Full Members of the Club.

9.2 A President or Vice President's term of office shall cease on death or on the passing of an ordinary resolution by the members.

## SHARES

10. Share Capital

10.1 The share capital of the Club shall be divided into ordinary shares of £1 each (the "Ordinary Shares") only.

10.2 Except as required by law or by Article 12, no person shall be recognised by the Club as holding any share upon any trust and (except as otherwise provided by the Articles or by law) the Club shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the member.

10.3 All shares shall be fully paid-up upon issue in respect of their nominal value. Each Full Member who consents to be a Shareholder shall be issued or transferred one Ordinary Share only. Each Life Member and Lifetime Member who is not already a Shareholder when they are invited to Life or Lifetime Membership, and who consents to be a Shareholder shall be issued or transferred one Ordinary share only. No member other than the Nominee Holder may hold more than one share. All shares shall be issued at par.

11. Share Certificates

The Club may issue Full Members with certificates for their respective shares in such form as the Directors decide.

12. Transmission of Shares on ceasing to be a member or death

12.1 If a Shareholder ceases to be a member in accordance with Article 7 his or her share shall automatically transfer to the Nominee Holder or at the Directors' discretion to a new Full Member, or a person (other than a Shareholder) admitted as a Life or Lifetime Member, in each case for nil consideration. The Nominee Holder holds shares temporarily pending the transfer of those shares to

members in accordance with the Articles. Each Shareholder hereby appoints any Director to act as his/her attorney to execute the stock transfer form and any other documents required to effect the transfer of his or her share in accordance with this Article.

12.2 A share transferred to the Nominee Holder in accordance with Article 12.1 shall be dealt with in accordance with the instructions of the Directors. The Nominee Holder holds the legal and beneficial title to the shares transferred to him or her but those shares cease to have any rights to attend meetings or to vote until they are transferred to a member in accordance with directions given by the Directors. Shares held by the Nominee Holder are to be transferred to new Full Members or persons (other than Shareholders) admitted as Life or Lifetime Members as they are admitted if they consent to be Shareholders.

12.3 The Nominee Holder is a person appointed and removed from time to time by the Directors. When the post of Nominee Holder changes any Director is empowered to act as the outgoing Nominee Holder's attorney to execute the stock transfer forms and any other documents required to effect the transfer of his or her shares to the Nominee Holder.

### 13. Transfer of Shares

13.1 Subject to Article 12, no share may be transferred by a member to any other person.

13.2 The Directors may refuse to register the transfer of a share:

13.2.1 to a person who is not a Full Member;

13.2.2 if it is not lodged at the registered office of the Club or such other place as the Directors may appoint; or

13.2.3 if it is not accompanied by:

i. such evidence as the Directors may reasonably require to show the right of the transferor to make the transfer; and

ii. such other information as they may reasonably require.

13.3 If the Directors refuse to register a transfer of a share they shall, within 2 months after the date on which the transfer was lodged with the Club, send to the transferee notice of the refusal.

13.4 The provisions of this article apply in addition to any restrictions on the transfer of a share which may be set out elsewhere in the Articles.

### 14. Purchase of own shares

Subject to the Articles, the Club may purchase its own shares (including any redeemable shares) and may make a payment in respect of the redemption or purchase of its own shares otherwise than out of a distributable profit the Club or the proceeds

of a fresh issue of shares. Any share so purchased shall be purchased as its nominal value.

15. Shares issued with different rights

15.1 Subject to the Articles, but without prejudice to the rights attached to any existing share, the Club may issue shares with such rights or restrictions as may be determined by ordinary resolution.

15.2 The Club may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Club or the holder, and the Directors may determine the terms, conditions and manner of redemption of any such shares.

## DIRECTORS

### DIRECTORS' POWERS AND RESPONSIBILITIES

16. Directors' general authority

16.1 Subject to the Articles, the Directors are responsible for the management of the Club's business, for which purpose they may exercise all the powers of the Club.

16.2 The members may, by special resolution, direct the Directors to take, or refrain from taking, specified action.

16.3 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

## BOARD OF DIRECTORS

17. Number and Election of Directors

17.1 There shall be at least three and no more than ten Directors who shall include the Captain, and the Treasurer and up to eight ordinary Directors. All Directors must be Shareholder Members.

17.2 The Captain, and Treasurer shall be ex-officio Directors and shall be elected annually by the Shareholders at the annual general meeting to serve for one year but they may be re-elected.

17.3 It shall be the duty of the Treasurer to receive and pay all monies due on account of the Club and to submit to the Business Manager a statement of such receipts and disbursements, and of the property, credits and liabilities of the Club.

17.4 One third (or the number nearest to one-third) of the ordinary Directors shall retire by rotation each year at the annual general meeting. Ordinary Directors shall be elected at the annual general meeting to replace those retiring and to fill vacancies.

## 18. Automatic retirement of Directors

18.1 At every annual general meeting the following Directors must retire from office but may (subject to the provisions of the Articles) offer themselves for reappointment by the Shareholder:

18.1.1 one third of the Directors who are subject to retirement by rotation under Article 17.3, or the number nearest to one third;

18.1.2 the ex-officio Directors; and

18.1.3 any Directors who have been appointed by the Directors to fill a vacancy since the last annual general meeting.

18.1.4 The following rules shall apply to determine who shall retire by rotation under Article 18.1.1:

18.1.5 The Directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment.

18.1.6 As between persons who became or were last reappointed Directors on the same day those to retire shall (unless they otherwise agree among themselves) be decided by lot.

18.1.7 If there is only one Director who is subject to retirement by rotation, he or she shall retire.

18.1.8 Directors appointed to fill a vacancy by the Directors under Article 20 shall not be taken into account in determining the Directors who are to retire by rotation.

18.1.9 A Director who retires at an annual general meeting and who is not reappointed shall retain office until either:

18.1.10 the meeting appoints someone in his or her place; or

18.1.11 (if no one is appointed in his or her place) until the end of the meeting.

18.2 If at any meeting at which an election of Directors ought to take place, no election takes place, the retiring Directors shall continue in office until their places are filled.

## 19. Conditions of appointment

Any two of Full, Life or Lifetime Members who are Shareholders and not in arrears shall be at liberty to propose and second a duly qualified Shareholder who is not in arrears to be a Director. Such a nominee must signify by signature his or her willingness to serve as a Director if elected. The signature of each person so nominated together with the proposer and seconder shall be appended to the form displayed in the Club premises. The form will be displayed from April 1<sup>st</sup> until the

clubhouse closes on May 7<sup>th</sup> when the list of nominations shall be closed by the Business Manager. This list of candidates will remain displayed until the annual general meeting.

20. Vacancies

20.1 If any vacancy amongst the ex-officio or ordinary Directors should occur during the year, the Directors shall have the power to appoint any qualified Shareholder to fill the vacant position and serve until the next annual general meeting, but he or she may be re-elected or re-appointed.

20.2 The Directors shall have full power to act, notwithstanding that any such vacancy shall not have been filled up.

21. Disqualification and removal of Directors

A Director shall cease to hold office if:

21.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;

21.2 he or she ceases to be a Full Member;

21.3 the Directors reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;

21.4 notification is received by the Club from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Directors will remain in office when such resignation has taken effect);

21.5 he or she fails to attend three consecutive meetings of the Directors and the Directors resolve that he or she be removed for this reason; or

21.6 at a general meeting of the Club, a resolution is passed that he or she be removed from office, provided the meeting has invited the views of the Director concerned and considered the matter in the light of such views;

22. Directors may delegate

22.1 Subject to the Articles, the Directors may delegate any of their powers or functions to any committee.

22.2 Subject to the Articles, the Directors may delegate the implementation of their decisions or day to day management of the affairs of the Club to any person or committee.

22.3 Any delegation by the Directors may be:

22.3.1 by such means;

- 22.3.2 to such an extent;
  - 22.3.3 in relation to such matters or territories; and
  - 22.3.4 on such terms and conditions;
- as they think fit.

22.4 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

22.5 The Directors may by power of attorney or otherwise appoint any person to be the agent of the Club for such purposes and on such conditions as they determine.

## 23. Committees

23.1 In the case of delegation to committees:

- 23.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
- 23.1.2 the composition of any committee shall be entirely in the discretion of the Directors and may include such of their number (if any) as the resolution may specify;
- 23.1.3 the deliberations of any committee must be reported regularly to the Directors and any resolution passed or decision taken by any committee must be reported promptly to the Directors and every committee must appoint a secretary for that purpose;
- 23.1.4 the Directors may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
- 23.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Club except where authorised by the Directors or in accordance with a budget which has been approved by the Directors.

23.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Directors so far as they apply and are not superseded by any regulations made by the Directors.

## 24. Delegation of day to day management powers

In the case of delegation of the day to day management of the Club to a General Business Manager:

24.1 the delegated power shall be to manage the Club by implementing the policy and strategy adopted by and within a budget approved by the Directors;

24.2 the Directors shall provide any such manager with a description of his or her role and the extent of his or her authority.

25. Bye-Laws

25.1 The Directors shall have power from time to time to make, repeal or alter such Bye-Laws for the regulation of the game of golf, the conduct of the Club and otherwise for the furtherance of the purposes for which the Club is established, for carrying on its business, as they may consider necessary, provided they comply with the Articles of Association.

25.2 Such Bye-Laws shall be brought to the attention of Members and exhibited on the appropriate notice boards in the clubhouse. No member shall be absolved from such Bye-Laws by reason of his or her not having received a copy of the same, or any alteration made therein, or having otherwise no notice of them.

25.3 Bye-Laws made under this Article and in force, shall be binding on all members as applicable unless and until altered or repealed by the Directors.

DECISION-MAKING BY DIRECTORS

26. Directors to take decisions collectively

Any decision of the Directors must be either:

26.1 by decision of a majority of the Directors present and voting at a quorate Directors' meeting; or

26.2 an unanimous decision taken in accordance with Article 32.

27. Calling a Directors' meeting

27.1 Two Directors may (and the Business Manager must at the request of two Directors) call a Directors' meeting.

27.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:

27.2.1 all the Directors agree; or

27.2.2 urgent circumstances require shorter notice.

27.3 Notice of Directors' meetings must be given to each Director.

27.4 Every notice calling a Directors' meeting must specify:

27.4.1 the place, day and time of the meeting;

27.4.2 the general nature of the business to be considered at such meeting; and

27.4.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.



27.5 Notice of Directors' meetings need not be in Writing.

27.6 Article 53 shall apply, and notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

**28. Participation in Directors' meetings**

28.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

28.1.1 the meeting has been called and takes place in accordance with the Articles; and

28.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

28.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

28.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

**29. Quorum for Directors' meetings**

29.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

29.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors and unless otherwise fixed is three.

29.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

29.3.1 to appoint further Directors; or

29.3.2 to call a general meeting so as to enable the Shareholder Members to appoint further Directors.

**30. Chairing of Directors' meetings**

30.1 The Directors shall at the first meeting of Directors after the annual general meeting appoint one of their number to be the Chair of the Directors to serve until the next annual general meeting and may at any time remove him or her from office.

30.2 The Chair of Directors, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.

31. Casting vote

31.1 If the numbers of votes for and against a proposal at a Directors' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.

31.2 Article 31.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

32. Unanimous decisions without a meeting

32.1 A decision is taken in accordance with this Article 32 when all of the Directors indicate to each other by any means (including without limitation by Electronic Means) on a course of action to be taken by the Club. The Directors cannot rely on this Article to make a decision if one or more of the Directors has a conflict of interest which, under Article 32, results in them not being entitled to vote.

32.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.

33. Director interests and management of conflicts of interest

Declaration of interests

33.1 Unless Article 33.2 applies, a Director must declare the nature and extent of:

33.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Club; and

33.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Club or his or her duties to the Club.

33.2 There is no need to declare any interest or duty of which the other Directors are, or ought reasonably to be, already aware.

33.3 A shareholding in the Club shall not be regarded as giving rise to a conflict of interest.

Participation in decision-making

33.4 If a Director's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Club, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Director's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Directors taking part in the decision-making process.

33.5 If a Director's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Club, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

33.5.1 the decision could result in the Director receiving a benefit other than:

- (a) any benefit received in his or her capacity as a member of the Club which is available generally to the members of the Club;
- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 4.2.7;
- (c) payment under the indemnity set out at Article 36; and
- (d) reimbursement of expenses in accordance with Article 4.2.4; or

33.5.2 a majority of the other Directors participating in the decision-making process decide to the contrary,

in which case he or she must comply with Article 33.6.

33.6 If a Director with a conflict of interest or conflict of duties is required to comply with this Article 33.5, he or she:

33.6.1 may take part in the decision-making process only to such extent as in the view of the other Directors is necessary to inform the debate;

33.6.2 must not be counted in the quorum for that part of the process; and

33.6.3 must withdraw during the vote and have no vote on the matter.

#### 34. Register of Directors' interests

The Directors must cause a register of Directors' interests to be kept.

#### 35. Validity of Director actions

All acts done by a person acting as a Director shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Director.

#### 36. Indemnity

Without prejudice to any indemnity to which a Director may otherwise be entitled, every Director of the Club shall be indemnified out of the assets of the Club in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Club may be indemnified out of the assets of the Club in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

## ORGANISATION OF GENERAL MEETINGS

### 37. Annual general meetings

37.1 There shall be one annual general meeting of the Club held each year, on such date and at such time and place as shall be fixed by the Directors but at a date as early as possible after May ~~March~~ 31st. The Directors of the Club for the ensuing year shall be elected at such meeting before which shall also be laid the report of the Directors as to the general position of the affairs of the Club, and a statement of the Treasurer's accounts. A President and Vice Presidents may be elected at an annual general meeting.

37.2 Any duly qualified Shareholder Member may propose a resolution for consideration at the annual general meeting providing that the resolution is seconded by a duly qualified Shareholder Member. Such a resolution must be sent in writing to the Manager signed by the proposer and seconder any time after an annual general meeting but not later than May ~~March~~ 14th preceding the next annual general meeting so that the resolution can be included on the agenda in the notice calling the meeting.

### 38. Other general meetings

38.1 The Directors may convene a general meeting whenever they think fit and they shall convene one upon a requisition in writing by 25 or more Shareholders. Every such requisition shall express the purpose of the required meeting. Upon the receipt of such requisition the Directors shall forthwith convene a general meeting. If they fail to do so within 21 days from the date of receipt of such requisition, the requisitionists, or any other 25 or more Shareholders, may themselves convene such a meeting.

38.2 The Directors must call a general meeting if required to do so by the Shareholders under the Companies Acts.

### 39. Notice

39.1 All general meetings must be called by at least 14 Clear Days' notice.

39.2 Every notice calling a general meeting must specify the place, day and time of the meeting and the general nature of the business to be transacted. Subject to the Companies Acts no business shall be conducted at a general meeting other than is specified in the notice.

39.3 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.

39.4 In every notice calling a meeting of the Club there must appear with reasonable prominence a statement informing the member of his, her or its rights to appoint another person as his, her or its proxy at a meeting of the Club.

39.5 If the Club gives an electronic Address in a notice calling a meeting, it will be deemed to have agreed that any Document or information relating to

proceedings at the meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice).

39.6 Notice of general meetings must be given to every Shareholder and to the Directors of the Club.

40. Quorum for general meetings

40.1 No business (other than the appointment of the chair of the meeting) may be transacted at a general meeting unless a quorum is present. Ten Shareholders present in person or by proxy shall form a quorum.

40.2 If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such day (within 14 days of the original meeting), time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

41. Chairing general meetings

The President (if any) or in his or her absence one of the Vice-Presidents chosen by the meeting, or if no Vice-Presidents be present and willing, the chair shall be taken by the Chair of the Directors but in his or her absence the Shareholders present shall elect one of their number to be chairperson.

42. Attendance and speaking by non-Shareholder Members

42.1 Presidents and Vice-Presidents may attend and speak at general meetings, whether or not they are Shareholders.

42.2 The chair of the meeting may and if instructed by the Shareholders by ordinary resolution must permit members who are not Shareholders of the Club (or otherwise entitled to exercise the rights of Shareholders in relation to general meetings) to attend and speak at a general meeting.

43. Adjournment

43.1 The chair of the meeting may adjourn a general meeting at which a quorum is present if:

43.1.1 the meeting consents to an adjournment; or

43.1.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

43.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

43.3 When adjourning a general meeting, the chair of the meeting must:

- 43.3.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
- 43.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 43.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Club must give at least 7 Clear Days' notice of it:
  - 43.4.1 to the same persons to whom notice of the Club's general meetings is required to be given; and
  - 43.4.2 containing the same information which such notice is required to contain.
- 43.5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

#### VOTING AT GENERAL MEETINGS

#### 44. Voting: general

- 44.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.
- 44.2 On a vote on a resolution at a meeting on a show of hands, unless a poll is duly demanded, a declaration by the chair of the meeting that the resolution:
  - 44.2.1 has or has not been passed; or
  - 44.2.2 passed with a particular majority;

is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in minutes of the meeting recorded in accordance with Article 56 is also conclusive evidence of that fact without such proof.

#### 45. Votes

##### Votes on a show of hands

- 45.1 On a vote on a resolution which is carried out by a show of hands each Shareholder present in person has one vote each.

##### Votes on a poll

- 45.2 On a vote on a resolution which is carried out by a poll, the following persons have one vote each:
  - 45.2.1 every Shareholder present in person; and
  - 45.2.2 every Shareholder present by proxy (subject to Article 50.2).

## General

45.3 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have.

45.4 No member shall be entitled to vote at any general meeting unless all monies presently payable by him or her to the Club have been paid.

## 46. Errors and disputes

46.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

46.2 Any such objection must be referred to the chair of the meeting whose decision is final.

## 47. Poll votes

47.1 A poll on a resolution may be demanded:

47.1.1 in advance of the general meeting where it is to be put to the vote; or

47.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

47.2 A poll may be demanded by:

47.2.1 the chair of the meeting;

47.2.2 the Directors;

47.2.3 two or more persons having the right to vote on the resolution;

47.2.4 any person, who, by virtue of being appointed proxy for one or more members having the right to vote on the resolution, holds two or more votes; or

47.2.5 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

47.3 A demand for a poll may be withdrawn if:

47.3.1 the poll has not yet been taken; and

47.3.2 the chair of the meeting consents to the withdrawal.

#### 48. Procedure on a poll

48.1 Subject to the Articles, polls at general meetings must be taken when, where and in such manner as the chair of the meeting directs.

##### Results

48.2 The chair of the meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared.

48.3 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.

##### Timing

48.4 A poll on:

48.4.1 the election of the chair of the meeting; or

48.4.2 a question of adjournment;

must be taken immediately.

48.5 Other polls must be taken within 30 days of their being demanded.

48.6 A demand for a poll does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded.

##### Notice

48.7 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded.

48.8 In any other case, at least 7 days' notice must be given specifying the time and place at which the poll is to be taken.

#### 49. Proxies

##### Power to appoint

49.1 A member is entitled to appoint another person as his or her proxy to exercise all or any of his or her rights to attend and speak and vote at a meeting of the Club. A proxy must vote in accordance with any instructions given by the member by whom the proxy is appointed.

##### Manner of appointment

49.2 Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which:

49.2.1 states the name and address of the member appointing the proxy;



- 49.2.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - 49.2.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
  - 49.2.4 is delivered to the Club in accordance with the Articles and any instructions contained in the notice of general meeting to which they relate.
- 49.3 The Club may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 49.4 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 49.5 Unless a Proxy Notice indicates otherwise, it must be treated as:
- 49.5.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - 49.5.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## 50. Delivery of Proxy Notices

- 50.1 The Proxy Notification Address in relation to any general meeting is:
- 50.1.1 the registered office of the Club; or
  - 50.1.2 any other Address or Addresses specified by the Club as an Address at which the Club or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form.

### Attendance of member

- 50.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Club by or on behalf of that person. If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid.

### Timing

- 50.3 Subject to Articles 50.4 and 50.5, a Proxy Notice must be received at a Proxy Notification Address not less than 48 hours before the general meeting or adjourned meeting to which it relates.

50.4 In the case of a poll taken more than 48 hours after it is demanded, the Proxy Notice must be received at a Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.

50.5 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be:

50.5.1 received in accordance with Article 50.3; or

50.5.2 given to the chair, or any Director at the meeting at which the poll was demanded.

#### Interpretation

50.6 Saturdays, Sundays, and Public Holidays are not counted when calculating the 48 hour and 24 hour periods referred to in this Article 50.

#### Revocation

50.7 An appointment under a Proxy Notice may be revoked by delivering a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given to a Proxy Notification Address.

50.8 A notice revoking the appointment of a proxy only takes effect if it is received before:

50.8.1 the start of the meeting or adjourned meeting to which it relates; or

50.8.2 (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates.

#### Execution

50.9 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

### 51. Amendments to resolutions

51.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

51.1.1 notice of the proposed amendment is given to the Club in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours (excluding Saturdays, Sundays and Public Holidays) before the meeting is to take place (or such later time as the chair of the meeting may decide); and

51.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

51.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

51.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

51.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

51.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

## WRITTEN RESOLUTIONS

### 52. Written resolutions

Shareholders may pass resolutions as written resolutions in accordance with the Companies Acts.

## ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

### 53. Communications by the Club

#### Methods of communication

53.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice) sent or supplied by the Club under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Club, including without limitation:

53.1.1 in Hard Copy Form;

53.1.2 in Electronic Form; or

53.1.3 by making it available on a website.

53.2 A Document or information may only be sent or supplied in Electronic Form or by making it available on a website if the recipient has agreed that it may be sent or supplied in that form or manner or is deemed to have so agreed under the Companies Acts (and has not revoked that agreement).

53.3 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means which that Director has asked to be sent or supplied with such notices or Documents for the time being.

### Deemed delivery

- 53.4 A member present in person or by proxy at a meeting of the Club shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 53.5 Where any Document or information is sent or supplied by the Club to the members:
- 53.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
  - 53.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
  - 53.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:
    - (a) when the material was first made available on the website; or
    - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
    - (c) Subject to the Companies Acts, a Director or any other person may agree with the Club that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

### Failed delivery

- 53.6 Where any Document or information has been sent or supplied by the Club by Electronic Means and the Club receives notice that the message is undeliverable:
- 53.6.1 if the Document or information has been sent to a member or Director and is notice of a general meeting of the Club, the Club is under no obligation to send a Hard Copy of the Document or information to the member's or Director's postal address as shown in the Club's register of members or Directors, but may in its discretion choose to do so;
  - 53.6.2 in all other cases, the Club shall send a Hard Copy of the Document or information to the member's postal address as shown in the Club's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and
  - 53.6.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

## Exceptions

53.7 Copies of the Club's annual accounts and reports need not be sent to a person for whom the Club does not have a current Address.

53.8 Notices of general meetings need not be sent to a member who does not register an Address with the Club, or who registers only a postal address outside the United Kingdom, or to a member for whom the Club does not have a current Address.

## 54. Communications to the Club

The provisions of the Companies Acts shall apply to communications to the Club.

## 55. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

## 56. Minutes

The Directors must cause minutes to be made:

56.1 of all appointments of officers made by the Directors;

56.2 of all resolutions of the Club and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and

56.3 of all proceedings at meetings of the Club and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Director of the Club, be sufficient evidence of the proceedings.

## 57. Records and accounts

57.1 The Directors shall comply with the requirements of the Companies Acts as to maintaining a Shareholders' register, keeping financial records, and the preparation and transmission to the Registrar of Companies of annual returns and annual statements of account.

57.2 Subject to any reasonable restrictions as to the time and manner of inspecting them that may be imposed by the Directors, the accounts, showing the final position of the Club shall be open to the inspection of the members. A copy of

the annual accounts will be sent to every Shareholder with the notice convening the annual general meeting.

## WINDING UP

### 58. Winding up

58.1 At any time before, and in expectation of, the winding up or dissolution of the Club, the Shareholders of the Club or, subject to any special resolution of the Shareholders, the Directors, may resolve that any net assets of the Club after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the Club be applied or transferred in any of the following ways:

58.1.1 to another club with similar sports purposes to the Club and which is a registered Charity;

58.1.2 to another club with similar sports purposes to the Club and which is a registered Community Amateur Sports Club;

58.1.3 to one or more of the Club's sports governing bodies for use by them for related community sports.

58.2 In no circumstances shall the net assets of the Club be paid to or distributed among the members of the Club under this Article 58.

## SCHEDULE

### INTERPRETATION

#### Defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

	Term	Meaning
1.1	<b>“Address”</b>	includes a number or address used for the purposes of sending or receiving documents by Electronic Means;
1.2	<b>“Articles”</b>	the Club’s articles of association;
1.3	<b>“arrears”</b>	means that a member’s annual subscription or the applicable part of it has not been paid in accordance with the Articles and any Bye Laws;
1.4	<b>“Chair”</b>	has the meaning given in Article 30;
1.5	<b>“Clear Days”</b>	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.6	<b>“Club”</b>	Blyth Golf Club Limited;
1.7	<b>“Community Amateur Sports Club”</b>	a sports club as provided for in the Corporation Tax Act 2010 Part 13 Chapter 9;
1.8	<b>“Companies Acts”</b>	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Club;
1.9	<b>“Document”</b>	includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
1.10	<b>“Electronic Form” and “Electronic Means”</b>	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.11	<b>“Hard Copy” and “Hard Copy Form”</b>	have the meanings respectively given to them in the Companies Act 2006;
1.12	<b>“Nominee Holder”</b>	the person appointed in accordance with Article 12.3 to hold transferred shares in accordance with Article 12;

- |      |                                     |  |
|------|-------------------------------------|--|
| 1.13 | <b>“Proxy Notice”</b>               | has the meaning given in Article 49;   |
| 1.14 | <b>“Proxy Notification Address”</b> | has the meaning given in Article 50;   |
| 1.15 | <b>“Public Holiday”</b>             | means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Club is registered;  |
| 1.16 | <b>“Shareholder ”</b>               | a Full, Life or Lifetime Member of the Club to whom a share is issued or transferred in accordance with the Articles and who is a member of the Club for the purpose of the Companies Acts with all associated rights and powers including the right to attend and vote at general meetings of the Club; |
| 1.17 | <b>“Director”</b>                   | a director of the Club, and includes any person occupying the position of director, by whatever name called; and   |
| 1.18 | <b>“Writing”</b>                    | the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.   |
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- |    |   |
|----|---|
| 2. | Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.                                |
| 3. | Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Club. |