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The Delamere Forest Golf Club Ltd
(Limited By Guarantee)

NOTICE IS HEREBY given that the **ANNUAL GENERAL MEETING** of the Members of the Club will be held in the Club House on Saturday 18th April, 2015 at 6 15 p m

Full, Country and Five-Day Members are entitled to attend and to vote

AGENDA :

- (1) To confirm the record of proceedings of the last Annual General Meeting
- (2) To receive the Chairman's review
- (3) Adoption of the Accounts for the year ended 31st December, 2014
- (4) To announce Members of the Committee for 2015 (including the Chairman)
- (5) To amend article 37 from
'The Proposer and Seconder of an applicant admitted as a Member of the Club shall be jointly and severally liable for a new Member's entrance fee and first subscription' to read,
'The ~~Proposer~~ and Seconder of an applicant admitted as a Member of the Club shall be jointly and severally liable for a new Member's entrance fee and first subscription but such liability may be waived at the discretion of the Club Committee'
- (6) Appointment of Accountants
Messrs. Hall Livesey Brown have intimated that they are willing to continue in Office as Reporting Accountants
- (7) To transact any other business of which due notice has been given

Any member who is entitled to attend and vote at the above Meeting may appoint a proxy to attend and, on a poll, vote for him/her To be valid, a Form of Proxy must reach the Clubhouse not less than 48 hours before the time appointed for the holding of the Meeting Forms of Proxy can be obtained, on request, from the Secretary

By order of the Committee,
M Towers

Delamere

Secretary

Copy of Revised Articles attached

*M Towers
Company Secretary.*



RM 08/05/2015 #88
COMPANIES HOUSE
A13 27/04/2015 #90
COMPANIES HOUSE

THE COMPANIES ACT 2006

**COMPANY LIMITED BY GUARANTEE and not having a
Capital divided into Shares.**

**THE
DELAMERE FOREST GOLF CLUB
LIMITED**

**Articles of Association
Adopted on the 18th April 2015**

- 1 The name of the Company (hereinafter called "the Club") is "THE DELAMERE FOREST GOLF CLUB LIMITED"
- 2 The Registered Office of the Company will be situate in England
- 3 The objects for which the Club is formed are
 - 3 1 To promote the game of golf on golf links and grounds at Delamere, in the County of Cheshire, or elsewhere, and to establish, maintain and conduct a Club for the accommodation of Members of the Club and their friends, and generally to afford to Members and their friends all the usual privileges, advantages, conveniences and accommodation of a Club
 - 3 2 To build, provide, construct, maintain, alter, enlarge, pull down and remove or replace, club-houses, pavilions, dormitories, lavatories, cottages for professionals, green-keepers, stewards and other employees, kitchens, refreshment rooms, workshops, stables, cycle and motor houses, out-buildings, sheds and shelters, and all other conveniences in connection therewith, and to furnish and maintain the same

3 3 To purchase, hire, provide and maintain any items including land and buildings required or which may be conveniently used in connection with the links and grounds, club-house, and other premises of the Club by persons frequenting the same, whether Members of the Club or not

3 4 To ensure that Golf Clubs and Balls, and all materials, apparatus and appliances used in connection with golf, are available to members and visitors

3 5 To purchase, prepare, supply and sell food, liquors (intoxicating or otherwise), tobacco, cigars, cigarettes, matches, and all other articles usually provided and supplied by Clubs

3 6 To carry on any other business which may seem to the Club capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render more profitable any of the property of the Club

3 7 To sell, manage, develop, exchange, lease, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Club for such consideration as the Club may think fit

3 8 To hire and employ secretaries, clerks, managers, housekeepers, stewards, professionals, greens staff, and to pay to them and to other persons in return for services rendered to the Club, salaries, wages, gratuities and pensions

3 9 To promote and hold, either alone or jointly with any other Association, Club or persons, golf meetings, competitions, and matches, and to offer, give or contribute towards prizes, medals and awards, and to promote, give or support dinners, balls, concerts, and other social entertainments

3 10 To establish, promote or assist in establishing or promoting, and to subscribe to or become a member of any other Association, Union, or Club whose objects are similar or in part similar to the objects of the Club, or the establishment or promotion of which may be beneficial to this Club

3 11 To invest and deal with the monies of the Club not immediately required upon such securities and in such manner as may from time to time be determined

3 12 To borrow or raise and give security for money as the Club shall think fit, and in particular by the issue of or upon bonds, debentures, debenture stock (perpetual or otherwise), bills of exchange, promissory notes or other obligations or securities of the Club, or by mortgage or charge upon all or any part of the property or assets of the Club (whether present or future), and also to secure and guarantee the performance by the Club of any obligations or liability it may undertake

3 13 To support and subscribe to any charitable or public body, and any institution, society or Club which may be for the benefit of the Club or its employees, to give pensions, gratuities, Christmas Boxes, or charitable aid to any person or persons who may have served the Club or to the wives, 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 person employed by the Club

3 14 To sell or otherwise dispose of the whole or any part of the property of the Club, either together or in portions, for such consideration as the Club may think fit, and in particular for shares, debentures or securities of any Company purchasing the same

3 15 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 Club undertakes to contribute to the assets of the Club in the event of the same being wound up during the time that they are members, or within one year afterwards for payment of the debts and liabilities of the Club contracted before the time at which he or she ceased to be a member and the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding for each member the sum of £1

6 The Club is declared to consist of 500 Members

7 The Club Committee may ^{propose} whenever the business of the Club requires it resolve to increase the number of Members

8 A President and Vice-President may be elected annually by the Members at the Annual General Meeting and if so elected shall serve in such capacity until the next Annual General Meeting when, unless re-elected, they shall stand down

9 The general management of the Club shall be vested in a Club Committee. The Members of the Club Committee shall be the directors of the Club and shall exercise such powers as may be exercised by the directors of a Company according to law and to these Articles, and in particular but without affecting the generality of the foregoing may appoint a Secretary and an Honorary Treasurer on such terms and conditions as may seem appropriate to the Club Committee. The Secretary and the Treasurer shall not be the same person

10 Up to and including the Annual General Meeting to be held in 2014 the Club Committee shall be constituted as follows

10 1 At the Annual General Meeting in 2011 the three members of the Club Committee who were elected in 2007 shall retire but there shall only be two vacancies

10 2 At the Annual General Meeting in 2012 the three members of the Club Committee who were elected in 2008 shall retire but there shall only be two vacancies

10 3 At the Annual General Meeting in 2013 the three members of the Club Committee who were elected in 2009 shall retire but there shall only be two vacancies

10 4 At the Annual General Meeting in 2014 the three members of the Club Committee who were elected in 2010 shall retire but there shall only be two vacancies

10 5 Those retiring pursuant to Articles 10 1 to 10 4 inclusive shall be eligible for re-election

10 6 The two vacancies shall in each case be filled in accordance with the procedure set out in Articles 12 2 to 12 6 inclusive

10 7 From the Annual General Meeting to be held in 2011 the Captain of the Men's Section, the Captain of the Ladies' Section (if such officers or either of them are not already elected members of the Club Committee) and the Honorary Treasurer of the Club appointed by the Club Committee as provided by Article 9 shall also be members of the Club Committee

11 From the Annual General Meeting to be held in 2015 the Club Committee shall consist of eight Full Members of the Club elected in the manner set out in Article 12, together with the Captain of the Men's Section, the Captain of the Ladies' Section (if such officers or either of them are not already elected members of the Club Committee) and the Honorary Treasurer of the Club appointed by the Club Committee as provided by Article 9

12 Commencing with the Annual General Meeting held in 2015, Full Members shall be elected to the Club Committee in the following manner

12 1 In each year at the Annual General Meeting, two members of the Club Committee shall retire by seniority (where seniority is determined by reference to the date they were elected, or if they have filled a vacancy by way of an election as described in Article 13, from the date on which the Club Committee member they replaced was originally elected) and shall be eligible for re-election to the vacancies thus created which shall be filled as set out in Articles 12 2 to 12 6 below

12 2 Not later than 1st February in each year a notice shall be exhibited in the Club House inviting nominations for the vacancies which will arise at the Annual General Meeting in that year and such notice shall remain exhibited for not less than 21 days

12.3 Only Members fulfilling the criteria set out in Article 14 may be nominated and such Members who are nominated in accordance with Article 12.2 shall be referred to as Candidates

12.4 If at the end of the said period there are fewer than three Candidates, those Candidates shall be elected. If there are three or more Candidates, so that there are more Candidates than vacancies, election shall be by postal ballot conducted under the supervision of the Club Committee in such a manner that Members of the Club are given not less than fourteen days in which to return the ballot papers, which return date shall be not later than the 25th March

12.5 In a ballot the two Candidates receiving the greatest number of votes shall be elected and in the case of equality of votes, the Chairman of the Club Committee or in his absence, the Deputy Chairman, shall decide by lot which of the Candidates who have received an equal number of votes shall be elected

12.6 The names of the Members elected pursuant to this Article 12 shall be declared at the next following Annual General Meeting

- 13 Casual vacancies on the Club Committee shall be filled at the Annual General Meeting next following the vacancy arising in the same manner as annual vacancies are filled but so that a Member elected to fill a casual vacancy shall hold office only for the remainder of the term of office of the Member to whose place they have been elected
- 14 Only Full Members of the Club who have been proposed by other Full Members of the Club (the proposers having been Full Members for at least five years immediately preceding the date of nomination) may be nominated to join the Club Committee
- 15 Only Full and Country Members of the Club shall be entitled to vote in the election of Members to the Club Committee and every such Full or Country Member may vote for as many Candidates as there are vacancies
- 16 The Captain of the Men's Section shall retire annually at the Annual Meeting of the Men's Section last preceding the Annual General Meeting of the Club and the Captain for the ensuing year shall be elected in the following manner

16.1 All former Captains of the Men's Section who are still members of the Club shall form a panel which shall nominate a member of the Club as Captain of the Men's Section for the ensuing year to the Annual Meeting of the Men's Section which Meeting shall elect or reject the person so nominated. In the event of such person not being elected at the Annual Meeting the Meeting shall be adjourned and the panel shall nominate another member to such an adjourned Meeting for election or rejection and shall continue to do so until a person nominated has been elected

- 16.2 The Vice-Captain of the Men's Section shall be the immediately preceding Captain of the Men's Section
- 16.3 A Captain or Vice-Captain who ceases to be a Member of the Club during his term of office shall thereupon cease to hold such office
- 16.4 In the event of the office of either Captain or Vice-Captain of the Men's Section becoming vacant for any reason before the date of the Annual Meeting the panel of former Captains shall have the power to nominate another Member of the Club for the vacant office for the remainder of the year of office and the Club Committee shall elect or reject such person nominated
- 17 The Captain of the Ladies' Section shall retire annually at the Annual Meeting of the Ladies' Section last preceding the Annual General Meeting of the Club, and the Captain for the ensuing year shall be elected by the former Captains of the Ladies' Section in the same manner as set out in Article 16 and all the provisions of Article 16 shall apply mutatis mutandis in relation to the Captain and Vice-Captain of the Ladies' Section
- 18 The Club Committee shall meet at such times and places as they themselves shall arrange. The Secretary has the discretion at any time and shall, at the request in writing of any three Members of the Club Committee, call a Special Meeting of the Club Committee, reasonable notice being given in such case, to every Member thereof. At all Club Committee meetings the quorum shall be four elected Members and at all Sub-Committee Meetings the quorum shall be two Members of the Sub-Committee of which one must be a member of the Club Committee
- 19 The Club Committee shall select from their number a Chairman of the Club Committee (who may not hold such office for a period of more than three continuous years) and also a Deputy Chairman as cover when the Club Chairman is absent. The Chairman and the Deputy Chairman shall be selected annually following the result of the election of the Club Committee as provided in Article 12 and prior to the Annual General Meeting
- 20 At meetings of the Club Committee in the case of an equality of votes the Club Chairman shall have a second or casting vote. The Deputy Chairman shall preside at all meetings of the Club Committee when the Chairman is absent and, when so presiding, in the case of an equality of votes, shall have a second or casting vote
- 21 The Club Committee may delegate any of their powers to Sub-Committees and the two Captains shall be ex-officio members of all such Sub-Committees. In particular, there shall be a Sub-Committee for the Men's Section and a Sub-Committee for the Ladies' Section which shall be chaired by the Men's Captain and the Ladies' Captain respectively and such Sub-Committees shall organise and make such rules as may be necessary for the golfing and

social events within their respective sections, provided that no rule so made shall have effect if it be inconsistent with the Rules of the Club or the Articles of Association for the time being

- 22 The Club Committee shall have power from time to time to make, alter and repeal all Rules of the Club as they shall deem necessary or expedient for the proper conduct and management of the Club, and in particular, but not exclusively, they may by such Rules regulate

22 1 The times of opening and closing of any Club House belonging to the Club or any part thereof,

22 2 The entrance fee (if any) and Annual Subscription The terms as to payment or otherwise of admission or readmission of Members to participation in the benefit of any of the privileges of the Club, and the use by or supply to Members of any of the property of the Club,

22 3 Any limitations on the number of the Members or of any class of Members of the Club,

22 4 The terms as to payment or otherwise on which Members with qualified privileges, Honorary or Temporary Members, guests and visitors may be admitted to the premises and benefits of the Club,

22 5 The days and times upon which members, other than Full Members, shall be entitled to exercise their rights and privileges,

22 6 The Rules to be observed and stakes to be played for by Members or visitors playing any game on the Club premises,

22 7 The prohibition of particular games on the Club premises entirely or at any particular times,

22 8 The conduct of the Members of the Club in relation to one another and to the Club's employees,

22 9 The setting aside of any part or parts of the Club premises for particular purposes,

22 10 The impositions of fines for the breach of any Rule of the Club or any of the Articles of Association of the Club,

22 11 Generally all such matters as are commonly the subject matter of Club Rules, provided always that no Rule of the Club shall be made under this power which would amount to such an addition to or alteration of the Articles of Association as could only legally be made by a Special Resolution passed and confirmed in accordance with the Companies Act 2006

23 If a proposed decision of the Club Committee is concerned with an actual or proposed transaction or arrangement with the Club in which a Member is interested, that Member is not to be counted as participating in the decision making process for quorum or voting purposes

24 If Article 25 applies, a Club Committee Member who is interested in an actual or proposed transaction or arrangement with the Club is to be counted as participating in the decision-making process for quorum and voting purposes

25 This Article applies when

25 1 the Club by ordinary resolution disapplies the provision of the Articles which would otherwise prevent a Club Committee Member from being counted as participating in the decision-making process, or

25 2 the Club Committee Member's interest cannot reasonably be regarded as likely to give rise to a conflict of interest

For the purposes of this article, references to proposed decisions and decision-making processes include any Club Committee meeting or part of a Club Committee meeting

26 A person ceases to be a Club Committee Member as soon as

26 1 that person would cease to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law,

26 2 a bankruptcy order is made against that person,

26 3 a composition is made with that person's creditors generally in satisfaction of that person's debts,

26 4 a registered medical practitioner who is treating that person gives a written opinion to the Club stating that that person has become physically or mentally incapable of acting as a Club Committee Member and may remain so for more than three months,

26 5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,

26 6 notification is received by the Club from the Club Committee Member that the Member is resigning from office, and such resignation has taken effect in accordance with its terms

27 A relevant Club Committee Member may be indemnified out of the Club's assets against

27.1 any liability incurred by that Club Committee Member in connection with any negligence, default or breach of trust in relation to the Club,

27.2 any other liability incurred by that Club Committee Member as an officer of the Club

This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

28 The Club Committee may decide to purchase and maintain insurance, at the expense of the Club, for the benefit of any relevant Club Committee Member in respect of any relevant loss

29 In these articles

29.1 a "relevant" Club Committee Member means any Club Committee Member or former Club Committee Member, and

29.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Club Committee Member in connection with that Club Committee Member's duties or powers in relation to the Club

30 The financial year shall commence on the 1st January in each year and as soon as reasonably practicable thereafter the Annual General Meeting shall be held to receive the report of the Club Committee, the balance sheet and accounts for the year ended on the previous 31st Day of December, and the Accountants Report thereon, and to carry out elections in accordance with Articles 10, 11 and 12 Notice of the Annual General Meeting together with the report of the Club Committee, balance sheet and accounts, shall be sent to each Member at least 21 days before the Annual General Meeting The Club Chairman, or in his absence the Deputy Chairman or in his absence some other Member elected by the Meeting, shall preside at all General Meetings Full Members, Country Members, Overseas Members and Five-day Members only shall be entitled to attend at all general meetings and shall have one vote each except for the Club Chairman or other member presiding who shall be entitled in the event of an equality of votes to a second or casting vote Twelve full Members shall form a quorum at all such meetings

31 All voting shall be by show of hands but any five Full Members present shall, before or after a vote is taken, be entitled to demand that the vote be by poll whereupon the poll shall be taken in such manner as the Chairman of the meeting directs provided that the poll shall be taken at the meeting at which it is demanded or at an adjournment of that meeting

32 Extraordinary General Meetings shall be called when found necessary by the Club Committee or on receipt by them of a requisition in writing, signed by not less than one tenth of the Members of the Club entitled to vote at an Annual General Meeting stating the nature of the business to be transacted at such Meeting Not less than twenty one days notice, shall be

given to each Member of such Extraordinary General Meeting, stating the date, time and place, and the business to be transacted at the Meeting, and no business other than that referred to in the notice shall be transacted thereat

- 33 Members of the Club shall be such persons as are admitted to Membership, and no others shall be Members of the Club, and their names shall be entered in the Register of Members accordingly as Full Members, Honorary Members, Country Members, Overseas Members, Five-day Members, Non-playing Members or Junior Members or as the case may be. Only Full Members, Country Members, Overseas Members and Five-day Members shall be entitled to vote at any general meeting of the Club. All other categories of membership shall be non-voting.
- 34 An application form must be completed for every applicant for membership of the Club. This must be signed by two Full Members of the Club as proposer and seconder who know the applicant personally and who themselves have been Members of the Club for a minimum of five years. The application form should be lodged with the Secretary so that it can be entered on the Nomination List. The Club Committee will set procedures for the admittance of Members to the Club as are appropriate from time to time.
- 35 For the purposes of considering the admittance of new Members to the Club, the Membership Committee shall be the Club Committee with the addition of the then current Vice-Captains of the Men's and Ladies' Sections who will be entitled to vote on the admittance of any person to Membership. For a person to be admitted as a Member of the Club he or she must be approved by a majority of two thirds of those present and voting by ballot at the meeting.
- 36 The names of accepted applicants will then be posted on the Club Notice Board for a period of twenty-one days, and if no objections are received, such Candidates are deemed to have been admitted as Members of the Club. If any objection is received a further ballot of the Membership Committee should be taken in accordance with Article 35, and the outcome of that second ballot shall be final.
- 37 The Proposer and Secunder of an applicant admitted as a Member of the Club shall be jointly and severally liable for a new Member's entrance fee and first subscription but such liability may be waived at the discretion of the Club Committee.
- 38 Upon payment of the entrance fee (if any) and first subscription, an admitted applicant shall become a Member of the Club, provided that if such payment is not made within one calendar month of the date of admittance to Membership of the Club, the Club Committee may in their discretion, cancel such Membership.
- 39 From time to time the Club Committee may confer Honorary Membership upon an individual in recognition of their contribution and involvement in the activities of the Club. Such Honorary

- Members shall be entitled to all the rights, and subject to the obligations of Members of the Club with the exception that they will not be entitled to stand for election to the Club Committee
- 40 Subject to the express provisions of these Articles of Association, and to any Rule of the Club made by the Club Committee as hereinbefore provided under Article 22, all Members of the Club shall be entitled, at all times, to use in common, all the premises and property of the Club, and to be supplied at such charges as the Club Committee shall determine, with such meals and refreshments, liquors and articles as are provided by the Club for the use of the Members
- 41 As the payment of the Subscription entitles a Member to enjoy the benefits and privileges of the Club, Members also acquiesce in and submit to the Articles of Association and the Rules of the Club for the time being in force, which Articles and Rules shall be available for inspection by Members on request to the Secretary
- 42 Save where a Club Committee member may be indemnified as set out in Article 27, each Member and visitor shall be personally liable for his or her own acts and defaults, and shall indemnify the Club from and against all claims in respect thereof
- 43 To expel a Member from the Club notice must be sent to the Secretary signed by five Full Members acquainting him with the circumstances which gave rise to the notice. The Secretary shall then communicate with the Member so that such Member may have the option of explaining such circumstances or resigning from the Club, and failing such resignation the Secretary shall call a meeting of the Club Committee. If in the opinion of two-thirds of the Club Committee then present the conduct of such Member shall be injurious to the character and interest of the Club they may expel such Member. Any Member so expelled shall have the right to appeal to an Extraordinary General Meeting on giving notice of appeal in writing to the Secretary of the Club within 14 days of receipt of the notice of expulsion and such Extraordinary General Meeting shall be held within 28 days of the receipt of such notice of appeal when a two-thirds majority of those Full Members present and voting shall be required to reverse the expulsion
- 44 All disputes and questions as to the rights of and liabilities of Members or otherwise shall be conclusively and finally determined by the Club Committee, notwithstanding that they or any of them may be personally interested in the result of any such determination
- 45 A Notice may be given by the Club to any Member either personally, or by using Email or Fax to the last known email address or fax number supplied by a Member, or by sending it by Post to the Member at the address supplied by the Member to the Club. Where a Notice is sent by Post, the service of notice shall be deemed to be effected by properly addressing, preparing and posting a letter containing the Notice and to have been served at the expiration of 3

business days after posting the Notice Where a Notice is sent by Fax or Email the time of service shall be the time of sending

- 46 The Rules of the Game of Golf for the Club shall be the same of those in use for the time being by the Royal and Ancient Golf Club of St Andrews except in so far as they are amended or extended by Local Rules of the Club